

Terms and Conditions of Publishing Advertisements and Classifieds Preamble

Whenever the following terms and definitions are used in these Terms and Conditions of Publishing Advertisements and Classifieds, they should be construed as follows:

“Terms and Conditions of Publishing Advertisements and Classifieds” – the general terms and conditions of sale of advertising inventory, including the placement and publication of classified ads and/or advertisements in periodicals published by Burda Media Polska Sp. z o.o. and Burda Polska Group Companies.

“Burda Media Polska Sp. z o.o.” – Burda Publishing Polska Sp. z o.o. with its registered office at ul. Marynarska 15, 02-674 Warszawa, entered into the National Court Register maintained by the District Court of the capital city of Warsaw, 12th Commercial Division of the National Court Register under no. KRS 0000574730, NIP PL8971411483, REGON: 931051710, share capital: PLN 44.691.450,00 PLN.

“Burda Polska Group Companies” – personal or capital-related companies from Burda Media Polska Sp. z o.o., which concluded an advertising cooperation agreement with Burda Media Polska Sp. z o.o., under which Burda Media Polska Sp. z o.o. is entitled to accept, execute and settle advertising orders for the publication of advertisements and announcements in magazines issued by these entities.

“Ordering Party” – natural person, organisational unit without legal personality or a legal person ordering the placement of classifieds/advertisements in any periodical published by Burda Media Polska Sp. z o.o. and/or Burda Polska Group Companies.

“Purchase Order/Order” – a written declaration of will submitted by the Ordering Party and accepted by Burda Media Polska Sp. z o.o. or an agreement the object of which is the publication of a classified ad or advertisement in periodicals published by Burda Media Polska Sp. z o.o. and/or Burda Polska Group Companies. Confirmation of receipt of a purchase order or the commencement of processing the order by Burda Media Polska Sp. z o.o. translates into the conclusion of an agreement worded as per the purchase order placed or the agreements entered into.

“Advertisement” – any message, including a classified ad aimed at promoting the sales or other forms of use of goods and services, the endorsement of a given issue and ideas or the achievement of an effect intended by the Ordering Party, published at a fee in the periodicals published by Burda Media Polska Sp. z o.o. and/or Burda Polska Group Companies, as well as the insertion into the periodicals of Burda Media Polska Sp. z o.o. and/or Burda Polska Group Companies of: bind-in cards, product samples, inserts, add-ons, etc. listed in the rate card or agreed upon in advance with Burda Media Polska Sp. z o.o. “Periodicals” – periodicals published by Burda Media Polska Sp. z o.o. and/or Burda Polska Group Companies.

“Rate Card” – a list of rates for the placement of Advertisements in a given Periodical as at the date of placement of the Purchase Order.

“Technical Specification” – a document specifying the technical requirements for the digital preparation of advertising materials of the Ordering Party intended for print in the Periodicals.

“Schedule” – a document specifying the dates of publication of the subsequent issues of a given Periodical and the deadlines for the placement of a correct Purchase Order and the supply of advertising materials and inserts by the Ordering Party for the purposes of their publication in an issue of a Periodical as selected by the Ordering Party.

“Force Majeure” – any occurrences and circumstances and the consequences thereof which are beyond the control of the Parties, which could not have been foreseen or prevented, and which took place following the placement of the Purchase Order by the Ordering Party causing the non-performance or improper performance of the Purchase Order in whole or in part. A force majeure event shall be construed to mean, in particular: war, uprisings, riots, martial law, fire, earthquake, flood and other natural disasters, as well as strikes, lock-outs and other extraordinary actions related to staff issues.

1. Acceptance of Advertisements for publications and their placement in the Periodicals is performed pursuant to an agreement concluded between Burda Media Polska Sp. z o.o. and the Ordering Party, the object whereof is, at least in part, the publication of an Advertisement in the Periodicals, or pursuant to a separate Purchase Order signed by an authorised representative/representatives of the Ordering Party, in line with these Terms and Conditions of Publishing Advertisements and Classifieds and the applicable provisions of law.
2. In the event of conclusion of an agreement with the Ordering Party, the object whereof is, at least in part, the publication of an Advertisement in the Periodicals, the provisions of said agreement shall prevail. To the extent ungoverned by the agreement, the provisions of these Terms and Conditions of Publishing Advertisements and Classifieds shall apply.
3. The Ordering Party orders and Burda Media Polska Sp. z o.o. agrees to place in a Periodical selected by the Ordering Party from among the periodicals indicated in the preamble hereinabove or on the website www.burdamedia.pl, the advertising material or a classified ad of the Ordering Party and to publish it with the observance of the provisions of these Terms and Conditions of Publishing Advertisements and Classifieds.

- 4.** In order to publish the Advertisement in a given issue of the selected periodical, the Ordering Party shall send to Burda Media Polska Sp. z o.o. a signed original or fax of the Purchase Order. The condition for the publication of the Advertisement is the delivery by the Ordering Party of a signed original, fax copy or scan (via electronic mail) of the Advertisement Purchase Order pre-agreed with Burda Media Polska Sp. z o.o. and the performance of the provisions thereof by the Ordering Party.
- 5.** At the request of Burda Media Polska Sp. z o.o. the Ordering Party shall produce documents confirming the data indicated by the Ordering Party in the Purchase Order or which were not provided by the Ordering Party in the Purchase Order. In the event a Purchase Order is placed via an intermediary (advertising agency, representative, broker, etc.), the intermediary shall be required, at the request of Burda Media Polska Sp. z o.o., to produce a document authorising it to act in the name of the Client/Advertiser – to the extent specified in the Purchase Order or a broader extent. The intermediary assumes the rights and obligations arising out of these Terms and Conditions of Publishing Advertisements and Classifieds, as well as the detailed Purchase Order and is liable to the same extent as is its Client/Advertiser.
- 6a.** The Ordering Party shall supply the Advertisement within a time-limit indicated in the Advertisement Purchase Order in the form of a complete set of colour separations and a cromalin developed in line with the Technical Specification available on the website www.burdamedia.pl. In the event of supply of an Advertisement that does not comply with the technical requirements provided in the Technical Specification, Burda Media Polska Sp. z o.o. and Burda Polska Group Companies shall not be liable for any incorrect printing of the Advertisement. Any additional costs resulting from the incorrect preparation of Advertisements shall be borne exclusively by the Ordering Party. Burda Media Polska Sp. z o.o. reserves the right to, at its own discretion, reject Advertisements prepared incorrectly and to charge the Ordering Party with liquidated damages amounting to 100% of the value of the ordered Advertisement (i.e. rate + surcharge - negotiated discount) or, with the consent of the Ordering Party and at his or her exclusive responsibility, it shall proceed with the processing of the Purchase Order with the use of the incorrectly prepared Advertisements. Burda Media Polska Sp. z o.o. reserves the right to reject Advertisements supplied past the time-limit indicated in the Advertisement Purchase Order as well as to charge the Ordering Party with liquidated damages amounting to 100% of the value of the ordered Advertisement (i.e. rate + surcharge - negotiated discount). Burda Media Polska Sp. z o.o. and Burda Polska Group Companies shall not be liable for failure to publish an Advertisement in an issue of the periodical indicated in the Advertisement Purchase Order in the event Advertisements are supplied past the time-limit indicated in the Advertisement Purchase Order.
- 6b.** In the event an Advertisement is to be designed by Burda Media Polska Sp. z o.o. the Ordering Party shall supply within the time-limit indicated in the Advertisement Purchase Order accepted by Burda Media Polska Sp. z o.o. the text (on an electronic data carrier (CD, DVD, via the FTP protocol or via electronic mail) in the form of a text file, advertising brochures in Polish) along with the necessary annotations, images, slides, etc. (hereinafter “Advertising Materials”). In the event of failure to supply the indispensable Advertising Materials within the required time-limit or in the event of supply of Advertising Materials that do not comply with the requirements set out in the Technical Specification, Burda Media Polska Sp. z o.o. and Burda Polska Group Companies shall not be liable for failure to publish the Advertisement in an issue of the periodical indicated in the Advertisement Purchase Order, and, furthermore, Burda Media Polska Sp. z o.o. shall be entitled to charge the Ordering Party with liquidated damages amounting to 100% of the value of the ordered Advertisement (i.e. rate + surcharge - negotiated discount). The Advertisement shall be published following the acceptance of the layout by the Ordering Party, where failure to communicate comments regarding the layout within 2 days from the date of supply of the Advertisement layout developed by Burda Media Polska Sp. z o.o. by email, fax or post shall be deemed to mean that the layout was accepted by the Ordering Party.
- 6c.** In the event the object of the Purchase Order is the placement of product advertising samples, the samples shall be supplied at the cost and risk of the Ordering Party within the time-limit and to the address indicated by Burda Media Polska Sp. z o.o. The Ordering Party shall be responsible for the quality of the samples supplied, including for their safe packaging preventing causing damage to the Periodical to which the sample is added. The Ordering Party represents with respect to the product samples supplied by him or her that they are new, their expiry date is long enough (at least 2 months longer than the date of publication of the Periodical in which the product samples are added to) and that they comply with all the standards pursuing from the applicable provisions of the Polish law, in particular with safety standards, as well as that they are free from physical defects, latent defects in particular, as well as from any legal flaws and that they are permitted for marketing in Poland.
- 7.** In order to revise the Advertisement in the course of the term of the Advertisement Purchase Order i.e. after the signed Advertisement Purchase Order is submitted to Burda Media Polska Sp. z o.o., the Ordering Party shall supply new Advertising Materials or a new Advertisement no later than within the time-limit set out in the Schedule and/or Purchase Order. Otherwise, the Advertisement supplied previously will be published. In the event Burda Media Polska Sp. z o.o. is commissioned with designing the layout of the new Advertisement, the provisions of Section 6b apply accordingly.
- 8.** Advertisements and Advertising Materials supplied by the Ordering Party are owned by the same and can be returned at his or her request not earlier than 20 days following the date of distribution of a given issue of the periodical. In the event they are not picked up within 90 days from the date of publication, said Advertisements or Advertising Materials will be destroyed.

- 9.** In the event of misplacement or loss of the Advertisements or Advertising Materials supplied, Burda Media Polska Sp. z o.o. shall pay the Ordering Party damages in the amount not in excess of their value. To the extent permitted by applicable provisions of law, any further liability of Burda Media Polska Sp. z o.o. and Burda Polska Group Companies shall be excluded. Burda Media Polska Sp. z o.o. does not accept Advertising Materials of a unique nature.
- 10a.** Burda Media Polska Sp. z o.o. shall be entitled to freely assess the quality of the artistic value and nature of the Advertisement in the context of its compatibility with the profile of the selected periodical and may refuse to publish Advertisements that do not comply with said profile as well as Advertisements that violate the generally adopted social standards. The Ordering Party shall be required to promptly consult the layout of the Advertisement or Advertising Materials with Burda Media Polska Sp. z o.o. with the aim of assessing compliance with the profile of the selected periodical and the generally adopted social norms.
- 10b.** Burda Media Polska Sp. z o.o. reserves the right to refuse to place an Advertisement in the event it finds the Advertisement to be infringing on good practices, applicable law, the image of the periodical and its profile.
- 11.** Burda Media Polska Sp. z o.o. shall assess the substance of the Advertisement within 7 days from the date of receipt of the layout or Advertising Materials. No reservations voiced by Burda Media Polska Sp. z o.o. within this time-limit shall be construed to mean that the Advertisement was accepted and the Advertisement was processed for printing or the Advertising Materials were forwarded for further development.
- 12.** Notwithstanding the foregoing provisions, Burda Media Polska Sp. z o.o. shall be entitled to reject a Purchase Order or suspend the publication of an Advertisement in whole or in part, without any liability towards the Ordering Party for the following reasons:
- a. In the event the wording or form of the Advertising Materials or the Advertisement are contrary to these Terms and Conditions of Publishing Advertisements and Classifieds, provisions of law, good practices and standards binding on Burda Media Polska Sp. z o.o. and/or Burda Polska Group Companies, in particular, the Code of Good Practices of Press Publishers and the Code of Advertising Ethics;
 - b. In the event a third party, competent body or institution appointed to oversee compliance with the principles of ethics by the media or advertising ethics, voiced reservations or claims against Burda Media Polska Sp. z o.o. and/or Burda Polska Group Companies with respect to the Advertising Materials or the publication of the Advertisement;
 - c. In the event Advertising Materials or the Advertisement are of competitive nature to the operations of Burda Media Polska Sp. z o.o. and/or Burda Polska Group Companies and their affiliated entities;
 - d. In the event Advertising Materials or the Advertisement were not prepared in compliance with the requirements set out in the Technical Specifications; and
 - e. In the event Advertising Materials or the Advertisement are contrary to the profile of the Periodical or the programme policy of the of the Periodical and/or Burda Media Polska Sp. z o.o. and/or Burda Polska Group Companies;
 - f. In the event the Purchase Order delivered to Burda Media Polska Sp. z o.o. was signed by persons not authorised to represent the Ordering Party;
 - g. In the event it is not possible to publish the Advertisement by Burda Media Polska Sp. z o.o. within the time-frame indicated by the Ordering Party;
 - h. In the event the Advertisement meets the conditions set for editorial materials within the meaning of the provisions of Press Law, the Code of Good Practices of Press Publishers and the Advertising Code of Ethics;
 - i. Delays in payment of the fee due to Burda Media Polska Sp. z o.o. for the publication of any Advertisement of the Ordering Party within the time-limit specified in the applicable document;
 - j. Occurrence of a Force Majeure event.
- 13.** In the event the layout of the advertisement is rejected, Burda Media Polska Sp. z o.o. may, at its discretion, (i) propose that corrections be made, (ii) make an offer to design a new layout (based on a separate Advertising Purchase Order to be placed), or (iii) assign the Ordering Party a new time-limit for the supply of an Advertisement modified accordingly. In the event the

Ordering Party, as per the choice given by Burda Media Polska Sp. z o.o., does not accept the offer to introduce corrections within the given time-limit, does not accept the offer to have a new layout designed or does not supply a Advertisement modified accordingly within the agreed time-frame, Burda Media Polska Sp. z o.o. shall be entitled to refrain from printing the Advertisement and to charge the Ordering Party with liquidated damages amounting to 100% of the value of the ordered Advertisement (i.e. rate + surcharge - negotiated discount).

- 14.** To the extent indispensable to process the Purchase Order, in order to process the Purchase Order correctly by Burda Media Polska Sp. z o.o. in favour of the Ordering Party, along with the supply to Burda Media Polska Sp. z o.o. of Advertising Materials and/or a ready Advertisement, the Ordering Party agrees that Burda Media Polska Sp. z o.o. and Burda Polska Group Companies use such advertising materials free of charge to the extent necessary to process the Purchase Order, in particular to:
 - a. Record and multiply the advertising materials, including via the production of copies of the work with a given technology, including printing, reprography, magnetic recording and digital technology;
 - b. As regards the marketing of the original work or copies of advertising materials they were recorded on – to market, lend for use, lease the original advertising materials or copies thereof;
 - c. As regards the dissemination of advertising materials in a manner other than that set out in Item b. hereinabove – to screen and make the advertising materials available in a manner enabling anyone to access it at a place and time chosen by such person, including online, in particular:
 - d. Create derivative works from the advertising materials, in particular their translation, alteration or adaptation.
- 15.** In order to process a Purchase Order, the Ordering Party agrees that Burda Media Polska Sp. z o.o. and Burda Polska Group Companies exercise all derivative copyright to the advertising materials supplied.
- 16.** In consideration for the service indicated in Section 3 of these Terms and Conditions of Publishing Advertisements and Classifieds the Ordering Party agrees to pay Burda Media Polska Sp. z o.o. a fee in line with the current Rate Card as per the calculation provided in the Purchase Order accepted by Burda Media Polska Sp. z o.o.
- 17.** In the event a Purchase Order covers the publication of an Advertisement in more than one issue of a selected magazine – Burda Media Polska Sp. z o.o. reserves the right to request that a separate Purchase Order be placed by the Ordering Party for each published Advertisement.
- 18.** As regards companies who are commencing their cooperation with Burda Media Polska Sp. z o.o. or companies which failed in the past to make timely payments for any amounts due in favour to Burda Media Polska Sp. z o.o., in favour of one of the Publishers indicated in the preamble to these Terms and Conditions of Publishing Advertisements and Classifieds or in favour of any company from the Burda Polska Group, Burda Media Polska Sp. z o.o. reserves the right to request a prepayment within up to five weeks prior to the Advertisement publication date.
- 19.** The Ordering Party shall pay Burda Media Polska Sp. z o.o. the agreed fee for the publication of the Advertisement against a VAT invoice, within the time-limit indicated on the invoice or in the Purchase Order. The fee for the Advertisement (single publication) is computed as follows: rate + surcharge - negotiated discount.
- 20.** The payment term starts running on the date of issue of the invoice. The payment date shall be the date when the bank account of Burda Media Polska Sp. z o.o. is credited with the given amount.
- 21.** In the event of failure to pay the fee for the Advertisement within the agreed time-limit, the Ordering Party shall pay interest amounting to statutory interest for every commenced day of the delay.
- 22.** In the event the Ordering Party is in default with respect to any payments due to Burda Media Polska Sp. z o.o., Burda Media Polska Sp. z o.o. reserves the right to suspend the publication of the Advertisements of the Ordering Party or the person acting in his or her name or in favour of a physical or legal person, including Advertisements with respect to which the Purchase Orders had already been placed, irrespective of the stage of advancement of their processing, as well to reject a new Purchase Order, and to withdraw from the Purchase Order in whole or in part – until the date the amounts due are paid by the Ordering Party.
- 23.** In the event of change of the rate following the placement of the Purchase Order, the Ordering Party shall be entitled to withdraw from the Purchase Order, without incurring the consequences referred to in Section 26, within 5 days from the date of delivery by Burda Media Polska Sp. z o.o. of a notice on the change of the rate by post, fax or electronic mail. In the event of failure on the part of the Ordering Party to make a statement on the withdrawal from the Advertisement Purchase Order within said time-frame, it shall be deemed that the Ordering Party agreed to the rate change effected.
- 24.** Burda Media Polska Sp. z o.o. reserves the right to withdraw from the Publication of Advertisements in the event:
 - a. No cooperation on the part of the Ordering Party in the processing of the order;
 - b. A legitimate application for the institution of insolvency or liquidation proceedings against the Ordering Party is filed;

- c. There occur circumstances on the part of Burda Media Polska Sp. z o.o. preventing the performance of the provisions of the Advertisement Purchase Order;
 - d. Other material circumstances justifying the withdrawal from performance of the Advertisement Purchase Order.
- 25.** The Ordering Party may withdraw from the Advertisement Purchase Order within 42 days before the date set for the supply of the Advertisement in the case of monthly periodicals and 28 days in the case of bi-weekly periodicals indicated in the preamble to these Terms and Conditions of Publishing Advertisements and Classifieds or on the website www.burdamedia.pl.
- 25a.** The Ordering Party shall be entitled to withdraw from the Advertisement Purchase Order in cases referred to in Sections 23, 25 and in this Section 25a of these Terms and Conditions of Publishing Advertisements and Classifieds. In the event of a withdrawal effected pursuant to Section 23 or 25 of these Terms and Conditions of Publishing Advertisements and Classifieds, the Ordering Party shall not be required to remit the payment for the ordered Advertisement. In all other cases, the Ordering Party shall be entitled to withdraw from the Advertisement Purchase Order exclusively upon the payment of a one-off compensation for loss of contract amounting to 100% of the value of the ordered Advertisement (i.e. rate + surcharge - negotiated discount). Burda Media Polska Sp. z o.o. and Burda Polska Group Companies shall not be liable towards the Ordering Party for the publication of the Advertisement despite withdrawing from the Advertising Purchase Order, in the event the Ordering Party withdrew from the Advertising Purchase Order at a date when it was no longer possible for Burda Media Polska Sp. z o.o. to suspend the publication of the Advertisement, however, the Ordering Party shall be liable towards Burda Media Polska Sp. z o.o. and Burda Polska Group Companies, in line with Section 28 of these Terms and Conditions of Publishing Advertisements and Classifieds.
- 26.** In the event of withdrawal on the part of the Ordering Party from the Advertisement Purchase Order, the Ordering Party waives the right to discounts, save the situations referred to in Section 23 of these Terms and Conditions of Publishing Advertisements and Classifieds. In the case of a Purchase Order covering the publication of Advertisements of the Ordering Party in more than one issue of the selected magazine, and also in the case where the Ordering Party received discounts pursuant to a declaration of placement of a certain number of Advertisements in a selected periodical, the Ordering Party shall waive its right to discounts (commission, rebates) also with respect to Advertisements covered by said order or declaration which were already published.
- 27.** In the case referred to in Section 26, Burda Media Polska Sp. z o.o. shall issue to the Ordering Party a corrective invoice payable by the Ordering Party within 7 days from the date it is delivered to the Ordering Party.
- 28.** The Ordering Party represents that it holds (or, alternatively, the advertising agency or media house he or she is working with hold) full copyright and industrial rights to the supplied Advertising Materials and Advertisements, in particular to the trademarks, industrial marks, industrial designs, designs or artworks contained therein, that are vested in third parties or that it is authorised (or, alternatively, the advertising agency or media house he or she is working with are authorised) by the entitled parties to use the materials supplied to the extent specified in the Advertisement Purchase Order. Furthermore, the Ordering Party represents that with respect to the placement of Advertising Materials and Advertisements, the placement of products referred to in Section 6c hereinabove in the Periodicals, and their use in line with the Purchase Order and the provisions of these Terms and Conditions of Publishing Advertisements and Classifieds, Burda Media Polska Sp. z o.o. and Burda Polska Group Companies shall not be required to pay fees in favour of authors and holders of related rights which are remitted in their favour by collective copyright or related rights management bodies and that all such fees/payments, if required, shall be remitted by the Ordering Party on its own. The Ordering Party agrees to indemnify and hold Burda Media Polska Sp. z o.o. and Burda Polska Group Companies harmless for all losses sustained by Burda Media Polska Sp. z o.o. and Burda Polska Group Companies, including for loss of profits, in particular, for the costs of legal representation arising out of any claims lodged or any formal proceedings instituted, in particular, any litigation or administrative proceedings, in connection with any challenge of rights or the authority of the Ordering Party or an advertising agency or media house it cooperates with to use the Advertising Materials and/or Advertisement supplied. Furthermore, in the event any proceedings referred to in the preceding sentence are instituted, the Ordering Party shall fully cooperate with Burda Media Polska Sp. z o.o. and Burda Polska Group Companies to provide Burda Media Polska Sp. z o.o. and Burda Polska Group Companies with all assistance, information and documents that may be of essence to such proceedings. The Ordering Party shall also, to the extent permitted by law, join and participate actively in such proceedings with the aim of minimising the losses of Burda Media Polska Sp. z o.o. and Burda Polska Group Companies, as well as, if this proves possible, enter into the rights and obligations of Burda Media Polska Sp. z o.o. and Burda Polska Group Companies with the result of releasing Burda Media Polska Sp. z o.o. and Burda Polska Group Companies from subsequent participation in such proceedings. The Ordering Party assumes all liability for the publication of the Advertisement as ordered and developed with the use of Advertising Materials supplied by the Ordering Party. The Ordering Party shall be liable for compliance of the Advertisement with the provisions of law, in particular, the provisions of the Act on Counteracting Unfair Competition dated 16 April 1993 and Article 36 Section 2 of the Press Law Act dated 26 January 1984.

29. Burda Media Polska Sp. z o. o. warrants the printing of the Advertisement in a high quality in line with the generally adopted practices and industry standards. In the event of any quality deviations in the published Advertisements in a print run larger than 100 copies, the Ordering Party shall be entitled to file a complaint in writing within 10 days from the date of receipt of the invoice, whereto the Ordering Party is required to attach copies of the Advertisement as evidence. The complaint ought to describe in detail the type of flaws or defects in the published Advertisement with a statement of reasons therefor.
30. Failure to meet the time-limit for filing complaints, failure to file the complaint in writing and/or failure to attach to the complaint copies of the Periodical as evidence shall result in the waiver by the Ordering Party of the right to file a complaint with respect to the Advertisement, and to the subsequent defective or flawed publications of the Advertisement in the event of cyclical publications.
31. The assessment of the subject matter of the complaint and its legitimacy shall be performed by an authorised representative of Burda Media Polska Sp. z o.o..
32. Correct complaints shall be processed by Burda Media Polska Sp. z o.o. within 30 working days from the first date of sale, subject to Section 33 hereinbelow. In the event the processing of the complaint requires the development of additional opinions and/or expert opinions by third parties, the abovesaid time-frame could be extended by the time required for the obtaining of the additional said opinion/expert opinion from a third party.
33. The filing of a complaint by the Ordering Party does not cause the suspension of the obligation on the part of the Ordering Party to pay for any subsequent Advertisements accepted for publication. In the event the Ordering Party fails to remit the total payment for a placed Purchase Order, Burda Media Polska Sp. z o.o. shall be entitled to reject the complaint and suspend its processing until the payments due for the Purchase Order are remitted in total.
34. Burda Media Polska Sp. z o.o. shall not be liable for any delays in publication of the Advertisement or any defects caused by the incorrect wording or quality of the advertising materials, as well as in the event the advertising materials do not comply with the requirements specified in these Terms and Conditions of Publishing Advertisements and Classifieds or with the Technical Specification. In the event of receipt of advertising materials that do not meet said requirements, the Ordering Party waives the right to file a complaint and to any related claims.
35. Burda Media Polska Sp. z o.o. and Burda Polska Group Companies shall not be liable for losses arising out of circumstances beyond its control which prevented or hindered the distribution of the selected magazine, in particular, for Force Majeure events such as fire, flood, strikes, closure of borders, war, etc. as well as layoffs or discontinuance of work at the printing house where the Periodicals are printed, or the discontinuance of the Periodical where the Advertisement was to be published. The Ordering Party waives the right to lodge any claims pursuing from the foregoing against Burda Media Polska Sp. z o.o. and Burda Polska Group Companies.
36. In the event of failure to publish the ordered Advertisement in the agreed time-frame by exclusive fault of Burda Media Polska Sp. z o.o. and/or Burda Polska Group Companies, or the publication of the Advertisement that does not comply with the Purchase Order by the exclusive fault of Burda Media Polska Sp. z o.o. and/or Burda Polska Group Companies, the Ordering Party shall be entitled to receive compensation consisting in a rebate granted for the publication of subsequent Advertisements in the total amount which is not in excess of the value of the unpublished Advertisement or an additional single publication of the Advertisement. In the event the complaint is approved, the Parties shall, in the course of negotiations, agree on a reasonable amount of the compensation and on the form of a rebate/additional single publication of the Advertisement depending on the degree or volume of the incorrectly produced print run of the Periodical featuring the Advertisement that the complaint refers to.
37. Notwithstanding the provisions of Section 36, the liability of Burda Media Polska Sp. z o.o. and Burda Polska Group Companies is limited to the value of the fee for the publication of the Advertisement (i.e. the fee agreed in the accepted advertising order), and the liability of Burda Media Polska Sp. z o.o. and the Burda Polska Group Companies for loss of profits shall be waived.
38. Disputes arising out of and in connection with these Terms and Conditions of Publishing Advertisements and Classifieds shall be resolved before a common court of competent jurisdiction for the registered office of Burda Media Polska Sp. z o.o.
39. The Ordering Party authorises Burda Media Polska Sp. z o.o. to issue invoices without the signature of the recipient.
40. Liquidated damages envisaged in these Terms and Conditions of Publishing Advertisements and Classifieds are payable within 14 days from the date of receipt of a demand for payment thereof. Burda Media Polska Sp. z o.o. shall be entitled to seek damages in the amount in excess of said liquidated damages pursuant to applicable law.
41. To matters not governed by these Terms and Conditions of Publishing Advertisements and Classifieds the provisions of the Civil Code shall apply.
42. Any and all amendments and supplements to the Advertising Purchase Order shall be made in writing and shall be approved by both Parties, or otherwise they shall be null and void.
43. The Parties warrant that the persons representing them at the execution of the Advertising Purchase Order are duly authorised to execute it.

44. The Parties agree that the wording of the Advertising Purchase Order constitutes a secret and cannot be disclosed to third parties without prior written consent of the other Party.
45. The assignment of the rights pursuant to the placed Purchase Order may only be done after this intent is communicated to Burda Media Polska Sp. z o.o. in writing and a consent of the same is obtained in writing, or otherwise it shall be null and void.
46. Burda Media Polska Sp. z o.o. shall be entitled to revise these Terms and Conditions of Publishing Advertisements and Classifieds as well as the publishing Schedules and the Technical Specifications at any time, where such revisions shall take effect as at the date they are published on the website www.burdamedia.pl. To Advertising Purchase Orders placed prior to the publication of the revisions, the provisions of these Terms and Conditions of Publishing Advertisements and Classifieds shall apply. However, the revised rates apply to all Advertising Purchase Orders placed but not yet processed – in such case the Ordering Party shall be entitled to withdraw from the Purchase Order in line with the provisions of Section 16 of these Terms and Conditions of Publishing Advertisements and Classifieds, unless it is impossible to suspend the publication of the Advertisement in view of the short period of time left between the rate revision and the publication date of the Advertisement as per the publishing Schedule. In such case the previous rates shall apply to such Advertising Purchase Orders. Any changes introduced to the periodicals listed on the website www.burdamedia.pl in which Advertisements can be published take effect as at the date they are made and they do not constitute an amendment of these Terms and Conditions of Publishing Advertisements and Classifieds.
47. Subject to Section 2, in the event of any discrepancies between the provisions of these Terms and Conditions of Publishing Advertisements and Classifieds and any other provisions published on the website www.burdamedia.pl or published in any other manner and pertaining to the rules of publishing Advertisements, the provisions of these Terms and Conditions of Publishing Advertisements and Classifieds shall prevail and control.
48. These Terms and Conditions of Publishing Advertisements and Classifieds shall also apply in the event when the acceptance of Advertisements for publication and their placement in Periodicals is effected pursuant to an agreement concluded directly between a given Company from the Burda Polska Group (without the participation of Burda Media Polska) and the Ordering Party, the object whereof is the publication of the Advertisement in the Periodicals, or pursuant to a separate Purchase Order signed by an authorised representative/representatives of the Ordering Party and filed directly with the given Company from the Burda Media Group. In such case the provisions of these Terms and Conditions of Publishing Advertisements and Classifieds pertaining to Burda Media Polska shall apply accordingly to the given Company from the Burda Polska Group that will process the Advertisement.
49. The Purchase Order and the current Rate Cards of the published Periodicals, as well as the Technical Specifications of the individual Periodicals constitute an integral part of these Terms and Conditions of Publishing Advertisements and Classifieds.

Burda Media Polska Sp. z o.o

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