Terms and Conditions for the Placement of Advertisements and Announcements

Whenever the following terms and definitions are used in these Terms and Conditions for the Placement of Advertisements and Announcements, they shall be understood as follows:

“Terms and Conditions for the Placement of Advertisements and Announcements” – the general terms and conditions for the sale of advertising space, including the placement, publication and insertion of announcements and/or advertisements, in the magazines published by Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group.

“Burda Media Polska Sp. z o.o.” – Burda Media Polska Sp. z o.o., with its registered office at ul. Marynarska 15, 02-674 Warsaw, entered in the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, under KRS number 0000574730. Share capital of the Company: PLN 44,691,450.00, REGON: 931051710, NIP: PL8971411483.

“Companies of the Burda Polska Group” – companies related to Burda Media Polska Sp. z o.o. by personal or capital ties which have concluded an advertising cooperation agreement with Burda Media Polska Sp. z o.o., pursuant to which Burda Media Polska Sp. z o.o. is entitled to accept, perform and settle advertising orders for the publication of advertisements and announcements in the magazines published by those entities.

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

“Order/Advertising 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 subject matter of which is the publication of an announcement or an advertisement in the pages of the magazines published by Burda Media Polska Sp. z o.o. and/or by the Companies of the Burda Polska Group. Confirmation of acceptance of the order, or the commencement of its performance by Burda Media Polska Sp. z o.o., shall mean the conclusion of an agreement having the content resulting from the order submitted or from the agreements concluded.

“Advertisement” – any communication, including an announcement, intended to promote the sale of, or other forms of use of, goods or services, to support particular causes or ideas, or to achieve another effect desired by the Ordering Party, published against payment in the magazines published by Burda Media Polska Sp. z o.o. and/or by the Companies of the Burda Polska Group, as well as the attachment against payment to the magazines of Burda Media Polska Sp. z o.o. and/or of the Companies of the Burda Polska Group of: tip-ons, product samples, inserts, loose inserts, etc., specified in the price list or agreed in advance with Burda Media Polska Sp. z o.o.

“Magazines” – the magazines published by Burda Media Polska Sp. z o.o. and/or by the Companies of the Burda Polska Group.

“Price List” – the schedule of prices for the placement of Advertisements in a given Magazine as at the date of submission of the Order.

“Technical Specification” – a document setting out the technical requirements for the digital preparation of the Ordering Party’s advertising materials for printing in the Magazines.

“Schedule” – a document setting out the publication dates of successive issues of a given Magazine and the deadlines for the submission of a correct Order and for the delivery of the Ordering Party’s advertising materials and inserts, with a view to their publication in the issue of the Magazine selected by the Ordering Party.

“Force Majeure” – all events and circumstances, and the effects thereof, beyond the control of the Parties, which could not have been foreseen or prevented and which occurred after the submission of the Order by the Ordering Party, resulting in its non-performance or improper performance in whole or in part. Force majeure shall mean in particular: war, insurrections, riots, martial law, fire, earthquake, flood and other natural disasters, as well as strikes, lockouts and other extraordinary actions connected with labour matters.

1. The acceptance of Advertisements for publication and their placement in the Magazines shall take place on the basis of an agreement concluded between Burda Media Polska Sp. z o.o. and the Ordering Party the subject matter of which is, at least in part, the publication of an Advertisement in the Magazines, or on the basis of a separate Order signed by the authorised representative(s) of the Ordering Party, in accordance with these Terms and Conditions for the Placement of Advertisements and Announcements and with the applicable provisions of law.

2. Where an agreement is concluded with the Ordering Party the subject matter of which is, at least in part, the publication of an Advertisement in the Magazines, the provisions of that agreement shall apply in the first place. In the scope not governed by the agreement, the provisions of these Terms and Conditions for the Placement of Advertisements and Announcements shall apply.

3. The Ordering Party commissions, and Burda Media Polska Sp. z o.o. undertakes, to place in the Magazine selected by the Ordering Party from among the periodicals indicated in the preamble above or on the website www.burdamedia.pl, the advertising material or announcement of the Ordering Party and to publish it in accordance with the provisions of these Terms and Conditions for the Placement of Advertisements and Announcements.

4. For the purpose of publishing an Advertisement in a specific issue of the selected periodical, the Ordering Party shall send Burda Media Polska Sp. z o.o. the signed original or a fax of the Advertising Order. The publication of the Advertisement is conditional upon the Ordering Party sending the signed original, a fax or a scan (by electronic mail) of the

Advertising Order previously agreed with Burda Media Polska Sp. z o.o., and upon the Ordering Party performing its provisions.

5. At the request of Burda Media Polska Sp. z o.o., the Ordering Party shall be obliged to present documents confirming the data indicated by the Ordering Party in the Order or which the Ordering Party failed to provide in the Order. Where the Order is submitted by an intermediary (an advertising agency, a representative, a broker, etc.), the intermediary shall be obliged, at the request of Burda Media Polska Sp. z o.o., to present a document authorising it to perform acts on behalf of the Client/Advertiser – at least to the extent specified in the Order. The intermediary shall have the rights and obligations arising from these Terms and Conditions for the Placement of Advertisements and Announcements as well as from the detailed Order, and shall bear liability in the same manner as its Client/Advertiser.

6a. The Ordering Party undertakes to deliver the Advertisement within the time limit specified in the Advertising Order in the form of a complete set of colour separations and a Cromalin proof prepared in accordance with the Technical Specification, available on the website www.burdamedia.pl. In the event of delivery of an Advertisement not meeting the technical requirements set out in the Technical Specification, Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group shall not be liable for the improper printing of the Advertisement. All additional costs arising in connection with improperly prepared Advertisements shall be borne exclusively by the Ordering Party. Burda Media Polska Sp. z o.o. reserves the right, at its own discretion, not to accept improperly prepared Advertisements and to charge the Ordering Party with a contractual penalty amounting to 100% of the value of the Advertisement ordered (i.e. price + surcharge – negotiated discount) or, with the consent of the Ordering Party and at its sole responsibility, to perform the Advertising Order using the improperly prepared Advertisements. Burda Media Polska Sp. z o.o. reserves the right not to accept Advertisements delivered after the time limit specified in the Advertising Order, as well as to charge the Ordering Party with a contractual penalty amounting to 100% of the value of the Advertisement ordered (i.e. price + surcharge – negotiated discount). Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group shall not be liable for the failure to publish the Advertisement in the issue of the periodical indicated in the Advertising Order in the case of Advertisements delivered after the time limit specified in the Advertising Order.

6b. In the case of an Advertisement designed by Burda Media Polska Sp. z o.o., the Ordering Party undertakes to deliver, within the time limit specified in the Advertising Order accepted by Burda Media Polska Sp. z o.o., the text (on an electronic data carrier (CD, DVD, via the FTP protocol or by electronic mail) in the form of a text file, advertising brochures in Polish) together with the necessary annotations, photographs, slides, etc. (hereinafter the "**Advertising Materials**"). Should the necessary Advertising Materials not be delivered within the required time limit, or should Advertising Materials be delivered which do not meet the requirements set out in the Technical Specification, Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group shall not be liable for the failure to publish the Advertisement in the issue of the periodical indicated in the Advertising

Order, and Burda Media Polska Sp. z o.o. shall in addition have the right to charge the Ordering Party with the obligation to pay a contractual penalty amounting to 100% of the value of the Advertisement ordered (i.e. price + surcharge – negotiated discount). The Advertisement shall be published once its design has been approved by the Ordering Party, whereby the failure to raise comments within 2 days of the delivery to the Ordering Party, by e-mail, fax or post, of the design of the Advertisement prepared by Burda Media Polska Sp. z o.o. shall be tantamount to its approval by the Ordering Party.

6c. Where the subject matter of the Order is the placement of advertising product samples, the samples shall be delivered 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 liable for the quality of the samples delivered, including for their safe packaging in a manner preventing damage to the Magazine to which they are to be attached. With regard to the product samples it delivers, the Ordering Party declares that they are new, with a sufficiently long shelf life/best-before date (at least 2 months longer than the publication date of the Magazine in which the product samples are to be placed), that they meet all standards arising from the provisions of Polish law, in particular safety standards, and that they are free from physical defects, in particular latent defects, as well as from legal defects, and may be marketed in Poland.

7. In order to change the Advertisement during the term of the Advertising Order, i.e. after the signed Advertising Order has been delivered to Burda Media Polska Sp. z o.o., the Ordering Party shall be obliged to deliver new Advertising Materials or a new Advertisement no later than by the time limit specified in the Schedule and/or in the Order. Otherwise, the Advertisement delivered to date shall be published. Where the design of a new Advertisement is commissioned to Burda Media Polska Sp. z o.o., the rules set out in point 6b shall apply accordingly.

8. The Advertisements and Advertising Materials delivered by the Ordering Party constitute its property and may be returned at its request no earlier than 20 days after the date of distribution of the issue of the publication. Should they not be collected within 90 days from the date of publication, the above Advertisements or Materials shall be destroyed.

9. In the event of the mislaying or loss of the Advertisements or Advertising Materials delivered, Burda Media Polska Sp. z o.o. shall pay the Ordering Party damages in an amount not exceeding their value. To the extent permitted by the applicable law, any further liability of Burda Media Polska Sp. z o.o. and of the Companies of the Burda Polska Group is excluded. Burda Media Polska Sp. z o.o. does not accept Advertising Materials of a unique nature for the production of an Advertisement.

10a. Burda Media Polska Sp. z o.o. is entitled to assess freely the quality of the artistic level and the nature of the Advertisement in the context of its compliance with the profile of the selected magazine, and to refuse to publish an Advertisement inconsistent with that profile, as well as Advertisements infringing generally accepted standards of propriety. The Ordering Party shall be obliged to consult the design of the Advertisement or the

Advertising Materials with Burda Media Polska Sp. z o.o. as soon as possible in order to establish their compliance with the profile of the selected magazine and with generally accepted standards of propriety.

10b. Burda Media Polska Sp. z o.o. reserves the right to refuse to place an Advertisement if it considers the Advertisement to be contrary to good practice, to the applicable law, to the image of the magazine or to its profile.

11. Burda Media Polska Sp. z o.o. shall carry out a substantive assessment of the Advertisement within 7 days, counting from the date of receipt of the design or of the Advertising Materials. The absence of objections from Burda Media Polska Sp. z o.o. within that time limit shall mean acceptance and the release of the Advertisement for printing or of the Advertising Materials for execution.

12. Irrespective of the above provisions, Burda Media Polska Sp. z o.o. shall have the right to refuse to accept an Order or to suspend the publication of the Advertisement in whole or in part, without incurring any liability towards the Ordering Party on that account, for the following reasons:

a. if the content or form of the Advertising Materials or of the Advertisement is contrary to these Terms and Conditions for the Placement of Advertisements and Announcements, to the law, to good practice and to the standards binding upon Burda Media Polska Sp. z o.o. and/or the Companies of the Burda Polska Group, in particular the Code of Good Practice of Press Publishers and the Code of Ethics in Advertising;

b. if a third party, a competent authority or an institution appointed to oversee compliance with the principles of media ethics or advertising ethics has raised objections or claims against Burda Media Polska Sp. z o.o. and/or a Company of the Burda Polska Group concerning the Advertising Materials or the publication of the Advertisement;

c. if the Advertising Materials or the Advertisement constitute competition for the business conducted by Burda Media Polska Sp. z o.o. and/or the Companies of the Burda Polska Group or entities related to it;

d. if the Advertising Materials or the Advertisement have been prepared inconsistently with the requirements set out in the Technical Specification and;

e. if the Advertising Materials or the Advertisement are inconsistent with the profile of the Magazine or with the editorial policy of the Magazine and/or of Burda Media Polska Sp. z o.o. and/or of the Companies of the Burda Polska Group;

f. if the Order delivered to Burda Media Polska Sp. z o.o. has been signed by persons not authorised to represent the Ordering Party;

g. if it is not possible for Burda Media Polska Sp. z o.o. to publish the Advertisement by the date indicated by the Ordering Party;

h. if the Advertisement satisfies the criteria of editorial material within the meaning of the applicable provisions of the Press Law Act, of the Code of Good Practice of Press Publishers and/or of the Code of Ethics in Advertising;

i. delay in payment of the remuneration 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 relevant document;

j. the occurrence of Force Majeure.

13. Where the advertisement design is not accepted, Burda Media Polska Sp. z o.o. may, at its own discretion, (i) propose that corrections be made, (ii) submit an offer to prepare a new design (on the basis of a separately concluded Advertising Order), or (iii) set the Ordering Party an additional time limit for the delivery of an appropriately amended Advertisement. If the Ordering Party, in accordance with the choice made by Burda Media Polska Sp. z o.o., does not accept the offer to make corrections in the manner provided for, does not accept the offer to prepare a new design, or fails to deliver an appropriately amended Advertisement in time, Burda Media Polska Sp. z o.o. may withdraw from printing the Advertisement and shall have the right to charge the Ordering Party with the obligation to pay a contractual penalty amounting to 100% of the value of the Advertisement ordered (i.e. price + surcharge – negotiated discount).

14. In so far as this is necessary for the performance of the Order, for the purpose of the proper performance of the Order by Burda Media Polska Sp. z o.o. for the benefit of the Ordering Party, upon delivery to Burda Media Polska Sp. z o.o. of the Advertising Materials and/or of the ready Advertisement, the Ordering Party shall permit Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group, free of charge, to use those advertising materials to the extent necessary for the performance of the Order, in particular to:

a. record and reproduce the advertising materials, including the production of copies thereof by a particular technique, which covers in particular printing, reprographic, magnetic recording and digital techniques;

b. as regards trading in the original or the copies of the advertising materials on which they have been recorded – place on the market, lend or rent the original of the advertising materials or copies thereof;

c. as regards the dissemination of the advertising materials in a manner other than that specified in point b. above – play, and also make the advertising materials available to the public in such a way that anyone may access them at a place and time individually chosen by them, including on the Internet, in particular;

d. develop derivative works from the advertising materials, in particular translate, alter and adapt them.

15. For the purpose of the performance of the Order, the Ordering Party simultaneously consents to the exercise by Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group of all derivative rights in the advertising materials delivered.

16. For the service referred to in point 3 of these Terms and Conditions for the Placement of Advertisements and Announcements, the Ordering Party undertakes to pay Burda Media Polska Sp. z o.o. remuneration in accordance with the current Price List, pursuant to the calculation presented in the Advertising Order accepted by Burda Media Polska Sp. z o.o.

17. In the case of an Order covering the publication of an Advertisement in several issues of the selected magazine, Burda Media Polska Sp. z o.o. reserves the right to demand from the Ordering Party a separate Advertising Order for each Advertisement published.

18. In the case of undertakings commencing cooperation with Burda Media Polska Sp. z o.o., or of those which have in the past made late payment of any amounts due to Burda Media Polska Sp. z o.o., to one of the Publishers indicated in the preamble to these Terms and Conditions for the Placement of Advertisements and Announcements, or to any company of the Burda Polska Group, Burda Media Polska Sp. z o.o. reserves the right to demand payment in advance, within a time limit of up to five weeks before the date of publication of the Advertisement.

19. For the Advertisement ordered, the Ordering Party shall be obliged to pay Burda Media Polska Sp. z o.o. the agreed remuneration after the publication of the Advertisement, on the basis of the VAT invoice issued, within the time limit indicated on the invoice or in the Order. The payment for the Advertisement (a single insertion) shall be calculated as follows: list price + surcharge – negotiated discount.

20. Burda Media Polska Sp. z o.o. shall send/make available the invoice to the Ordering Party in accordance with the applicable provisions, whereby an invoice sent to KSeF (the National e-Invoicing System) shall be deemed delivered. The payment period shall run from the date of issue of the invoice. The date of payment shall be deemed to be the date on which the bank account of Burda Media Polska Sp. z o.o. is credited.

20a. By accepting the terms of cooperation, the Ordering Party consents to Burda Media Polska Sp. z o.o. assuming that the provision by the Ordering Party, for the purposes of settlements for the services provided by Burda Media Polska Sp. z o.o., of a VAT identification number assigned by an EU Member State other than Poland or by a third country means that the Ordering Party does not have a fixed place of business in Poland, or that it does have such a fixed place of business in Poland but the services purchased are not intended for it. In so far as the Ordering Party has a fixed place of business in Poland and purchases services from Burda Media Polska Sp. z o.o. for the needs of that place of business, it shall be obliged to provide Burda Media Polska Sp. z o.o., for the purposes of mutual settlements, with the identification number assigned by Poland.

21. Should the payment for the Advertisement not be made within the agreed time limit, the Ordering Party undertakes to pay interest at the rate of statutory interest for each commenced day of delay.

22. Should the Ordering Party be in arrears with the payment of any amounts 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 of a natural or legal person acting on its behalf or for its account, including Advertisements in respect of which Advertising Orders have already been submitted, irrespective of the stage of their performance, as well as to refuse to accept a new Order and to withdraw from the Order in whole or in part – until the amounts due have been paid by the Ordering Party.

23. In the event of a change in price after the Advertising Order has been submitted, the Ordering Party shall have the right to withdraw from the Advertising Order without incurring the consequences referred to in point 26, within 5 days from the date of delivery by Burda Media Polska Sp. z o.o. of the information on the change in price by post, by fax or by electronic mail. In the absence of a declaration by the Ordering Party of withdrawal from the Advertising Order within the above time limit, the Ordering Party shall be deemed to consent to the price change made.

24. Burda Media Polska Sp. z o.o. reserves the right to withdraw from the publication of Advertisements in the event of:

a) a failure of the Ordering Party to cooperate in the performance of the order,

b) the filing of a well-founded application for the institution of bankruptcy or liquidation proceedings against the Ordering Party, the occurrence, on the part of Burda Media Polska Sp. z o.o., of circumstances preventing the performance of the provisions of the Advertising Order,

c) other important circumstances justifying withdrawal from the performance of the Advertising Order.

25. The Ordering Party may withdraw from the Advertising Order no later than 42 days before the date of delivery of the Advertisement in the case of monthlies, and 28 days in the case of fortnightlies, indicated in the preamble to these General Rules for the Placement of Advertisements and Announcements or on the website www.burdamedia.pl.

25a. The Ordering Party shall be entitled to withdraw from the Advertising Order only in the cases indicated in points 23, 25 and in this point 25a of these Terms and Conditions for the Placement of Advertisements and Announcements. In the case of withdrawal pursuant to point 23 or 25 of these Terms and Conditions for the Placement of Advertisements and Announcements, the Ordering Party shall not be obliged to pay for the Advertisement ordered. In the remaining cases, the Ordering Party shall be entitled to withdraw from the Advertising Order only against simultaneous payment of a termination fee equal to 100% of the value of the Advertisement ordered (i.e. price + surcharge – negotiated discount). Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group shall bear

no liability whatsoever towards the Ordering Party on account of the publication of the Advertisement notwithstanding the Ordering Party's withdrawal from the Advertising Order, in so far as the Ordering Party withdrew from the Advertising Order at a time making it impossible for Burda Media Polska Sp. z o.o. to suspend the publication of the Advertisement; the Ordering Party shall, however, be liable towards Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group in accordance with point 28 of these Terms and Conditions for the Placement of Advertisements and Announcements.

26. In the event of withdrawal by the Ordering Party from the Advertising Order, the Ordering Party shall lose the right to the reductions to which it is entitled, save for the situation referred to in point 23 of these Terms and Conditions for the Placement of Advertisements and Announcements. In the case of an Order covering the publication of the Ordering Party's Advertisements in several issues of the selected magazine, and also in a situation where the Ordering Party has obtained reductions on the basis of a declaration to place a specified number of Advertisements in the selected periodical, the Ordering Party shall also lose the right to reductions (commissions, discounts) in relation to the Advertisements covered by the said order or declaration which have already been published.

27. In the case referred to in point 26, Burda Media Polska Sp. z o.o. shall issue the Ordering Party with a corrective invoice, which the Ordering Party shall pay within 7 days from the date of its delivery to the Ordering Party.

28. The Ordering Party declares that it holds (or, as the case may be, that the advertising agency or media house cooperating with it holds) the full copyright and industrial property rights to the Advertising Materials and the Advertisement delivered, in particular to the trade marks, industrial designs and utility models, designs or works contained therein to which the copyright vests in other entities, or that it is authorised (or, as the case may be, that the advertising agency or media house cooperating with it is authorised) by the entitled entities to use the materials delivered to the extent specified in the Advertising Order. The Ordering Party further declares that, by reason of the placement of the Advertising Materials and the Advertisement, of the placement in the Magazines of the products referred to in point 6c above, and of their use in accordance with the Order submitted and with the provisions of these Terms and Conditions for the Placement of Advertisements and Announcements, Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group shall not be obliged to pay remuneration to authors and holders of related rights, payable to them on that account either directly or through a collective management organisation for copyright or related rights, and that all such remuneration/fees, in so far as they are or become required, shall be paid by the Ordering Party at its own expense. The Ordering Party undertakes to release Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group from all liability and to cover all damage suffered by Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group, including lost profits, and in particular to cover all costs, including the costs of legal services, arising from any claims raised or from any formal proceedings instituted, in particular court or administrative proceedings, in connection with the challenging of the rights or of the authorisation of the Ordering Party

or of the advertising agency or media house cooperating with it to use the Advertising Materials delivered and/or the Advertisement. Moreover, should the proceedings referred to in the preceding sentence be instituted, the Ordering Party undertakes to cooperate fully with Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group, in particular to provide Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group with all assistance and information and to deliver documents which may be of relevance to those proceedings. The Ordering Party also undertakes, to the extent permitted by the provisions of law, to join and to participate actively in those proceedings in order to minimise the damage of Burda Media Polska Sp. z o.o. and of the Companies of the Burda Polska Group and also, if possible, to take the place of Burda Media Polska Sp. z o.o. and of the Companies of the Burda Polska Group with the effect of releasing Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group from further participation in those proceedings. The Ordering Party assumes all liability for the publication of the Advertisements in the form ordered, produced with the use of the Advertising Materials delivered by the Ordering Party. The Ordering Party shall be liable for the compliance of the Advertisement with the law, in particular with the provisions of the Act of 16 April 1993 on Combating Unfair Competition and with Article 36(2) of the Act of 26 January 1984 – Press Law.

29. Burda Media Polska Sp. z o.o. ensures that the Advertisement ordered is printed to a good standard, in accordance with generally accepted practice and industry standards. Should any quality deviations be found in the Advertisements published, in a print run larger than 100 copies, the Ordering Party shall have the right to submit a written complaint within 10 days from the date of receipt of the invoice, to which complaint the Ordering Party shall be obliged to attach voucher copies. The complaint should in addition describe in detail the type of defects or faults of the Advertisement published, together with a statement of the reasons.

30. Failure to meet the time limit for submitting the complaint, failure to observe the required written form and/or failure to attach voucher copies of the Magazine to the complaint shall result in the loss by the Ordering Party of the right to complain about the Advertisement, as well as about subsequent publications of that Advertisement affected by the defect or fault in the case of its cyclical insertion.

31. The assessment of the subject matter of the complaint and of whether it is justified shall be carried out by an employee or an authorised representative of Burda Media Polska Sp. z o.o.

32. Properly submitted complaints shall be considered by Burda Media Polska Sp. z o.o. within 30 business days, counted from the first day of sale, subject to point 33 below. Should the consideration of a complaint require additional opinions and/or expert reports of third parties, the time limit indicated above may be extended by the time necessary to obtain the said additional opinion and/or expert report from the third party.

33. The submission of a complaint by the Ordering Party shall not suspend the Ordering Party’s obligation to pay for further Advertisements accepted for publication. Where the

Ordering Party has not paid in full the amounts due arising from the Order submitted, Burda Media Polska Sp. z o.o. shall be entitled to refuse to accept the complaint or to suspend its consideration until the payments arising from the Order have been made in full.

34. Burda Media Polska Sp. z o.o. shall not be liable for a delay in the publication of the Advertisement or for printing defects caused by inappropriate content or quality of the advertising materials, or in a situation where the advertising materials do not meet the requirements set out in these Terms and Conditions for the Placement of Advertisements and Announcements or in the Technical Specification. In the event of receipt of advertising materials not meeting the above requirements, the Ordering Party shall lose the right to submit any complaint and shall waive all claims on that account.

35. Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group shall not be liable for damage arising as a result of circumstances beyond their control which have prevented or hindered the production or distribution of the selected magazine, in particular circumstances in the nature of Force Majeure such as fire, flood, strikes, the closure of borders, war, etc., as well as interruptions in, or the cessation of, the work of the printing house in which the Magazines are printed, or the discontinuation of the publication of the Magazine in which the Advertisement was to be published. The Ordering Party hereby waives the pursuit of claims on the above accounts against Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group.

36. Where the ordered Advertisement is not published by the agreed date through the exclusive fault of Burda Media Polska Sp. z o.o. and/or of a Company of the Burda Polska Group, or where the Advertisement is published inconsistently with the Order through the exclusive fault of Burda Media Polska Sp. z o.o. and/or of a Company of the Burda Polska Group, the Ordering Party shall have the right to receive compensation in the form of a discount on the publication of further Advertisements in a total amount not exceeding the value of the unpublished Advertisement, or in the form of an additional one-off publication of the Advertisement. Where the complaint is upheld, the Parties shall jointly determine by negotiation the justified amount and form of the discount/additional one-off publication of the Advertisement, depending on the degree or the size of the incorrectly printed print run of the Magazine containing the Advertisement complained of.

37. Irrespective of the provisions of point 36, the liability of Burda Media Polska Sp. z o.o. and of the Companies of the Burda Polska Group is limited to the value of the remuneration for the publication of the Advertisement (i.e. the remuneration agreed in the advertising order accepted), and the liability of Burda Media Polska Sp. z o.o. and of the Companies of the Burda Polska Group for lost profits is excluded.

38. Disputes arising in connection with these Terms and Conditions for the Placement of Advertisements and Announcements shall be settled by the common court having local jurisdiction over 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 recipient’s signature.

40. The contractual penalties provided for in these Terms and Conditions for the Placement of Advertisements and Announcements shall be payable within 14 days from the date of the demand for payment. Burda Media Polska Sp. z o.o. shall have the right to claim damages exceeding the amount of the said contractual penalty on general terms.

41. Matters not regulated by these Terms and Conditions for the Placement of Advertisements and Announcements shall be governed by the provisions of the Civil Code.

42. Any amendments and supplements to the Advertising Order require, on pain of nullity, the written form accepted by the Parties.

43. The Parties mutually represent that the persons representing them upon the signing of the Advertising Order are authorised to conclude it in a legally effective manner.

44. The Parties agree that the content of the Advertising Order is confidential as regards third parties and may not be disclosed without the prior written consent of the other Party.

45. The transfer by the Ordering Party of the rights arising from the Order submitted may take place only after prior notification of Burda Media Polska Sp. z o.o. and after obtaining its consent, given in writing on pain of nullity.

46. Burda Media Polska Sp. z o.o. is entitled to amend these Terms and Conditions for the Placement of Advertisements and Announcements, as well as the publishing Schedules, the Price Lists and the Technical Specifications, at any time, whereby such amendments shall be binding from the moment of their publication on the website www.burdamedia.pl. Advertising Orders submitted before the publication of the amendments shall be governed by the existing provisions of the Terms and Conditions for the Placement of Advertisements and Announcements. The amended prices shall, however, apply to all Advertising Orders submitted but not yet performed – in such a case the Ordering Party shall have the right to withdraw from the Advertising Order in accordance with point 16 of these Terms and Conditions for the Placement of Advertisements and Announcements, unless the suspension of the publication of the Advertisement is impossible on account of too short an interval between the price change and the date of publication of the Advertisement resulting from the publishing Schedule. In such a case, the existing prices shall apply to the Advertising Order. Any changes as regards the periodicals indicated on the website www.burdamedia.pl in which Advertisements may be published shall be binding from the moment they are made and shall not constitute an amendment to these Terms and Conditions for the Placement of Advertisements and Announcements.

47. Subject to point 2, in the event of any discrepancies between the provisions of these Terms and Conditions for the Placement of Advertisements and Announcements and any other provisions posted on the website www.burdamedia.pl or published in any other manner and concerning the rules for the publication of Advertisements, the provisions of these Terms and Conditions for the Placement of Advertisements and Announcements shall apply and shall, in such cases, be decisive.

48. These Terms and Conditions for the Placement of Advertisements and Announcements shall also apply where the acceptance of Advertisements for publication and their placement in the Magazines takes place on the basis of an agreement concluded directly between a given Company of the Burda Polska Group (without the participation of Burda Media Polska) and the Ordering Party, the subject matter of which is, at least in part, the publication of an Advertisement in the Magazines, or on the basis of a separate Order signed by the authorised representative(s) of the Ordering Party and delivered directly to the given Company of the Burda Polska Group. In such a situation, the provisions of these Terms and Conditions for the Placement of Advertisements and Announcements concerning Burda Media Polska shall apply accordingly to the given Company of the Burda Polska Group which will carry out the advertisement.

49. The Order and the currently applicable Price Lists of the Magazines published, as well as the Technical Specification of the individual Magazines, constitute an integral part of these Terms and Conditions for the Placement of Advertisements and Announcements.

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