Terms and Conditions for the Placement of Advertisements on the Websites of the Burda Polska Group

Update 01.01.2026

Whenever the following terms and definitions are used in these generally applicable terms and conditions, they shall be understood as follows:

I. Definitions

"General Terms and Conditions" – the Terms and Conditions for the Placement of Advertisements and Announcements on Websites, laying down the general terms and conditions for the provision of advertising services, including the placement, publication and serving of announcements and/or advertisements, on the websites 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 on the websites 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 on any website published by Burda Media Polska Sp. z o.o. and/or by the Companies of the Burda Polska Group.

"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 websites 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.

"Portal" – a website enabling Users to make use of IT mechanisms, content and information developed by Burda Media Polska Sp. z o.o. and/or by the Companies of the Burda Polska Group or their partners, as well as of other Internet resources, and to carry out commercial transactions

via the Internet – published by Burda Media Polska Sp. z o.o. and/or by the Companies of the Burda Polska Group.

"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 on the websites published by Burda Media Polska Sp. z o.o. and/or by the Companies of the Burda Polska Group.

"Advertising Form/Form of Advertisement" – the technically defined form of presentation of an Advertisement on the Portal.

"Serving" – depending on the option selected in the Order:

a. the display of the Advertising Form on the Portal or on a part thereof the number of times specified in the Order;

b. the maintenance of the Advertising Form in a specified part of the Portal and ensuring its availability for the time specified in the Order;

c. an activity intended to elicit User actions of the number and nature specified in the Order (the making of a click or an action);

"Advertising Services" – the performances of Burda Media Polska Sp. z o.o. consisting primarily in the sale of Advertisements on the Portal, or other performances specified in these General Terms and Conditions.

"Order Modification" – a change in the agreed times or places of Serving of the Advertising Forms which neither reduces the value of the Order nor changes the agreed start and completion dates of its performance.

"Order Change" – changes to the Order other than an Order Modification.

"Price List" – the applicable schedule of prices for the sale of the advertising services of Burda Media Polska Sp. z o.o. on the Portals of Burda Media Polska Sp. z o.o. and/or of the Companies of the Burda Polska Group, including for the placement and publication of the Ordering Party's Advertisements on a given Portal. The prices given in the price list are net prices expressed in Polish zloty and are increased by VAT at the statutory rate.

"Technical Specification" – a document setting out the technical requirements for the digital preparation of the Ordering Party's advertising materials for Serving on a given Portal, available at https://docs.google.com/document/d/1UL4RQnOQDb5dtBKhpY--kmRdolAz31peZ3wMHmjhRg4/edit?usp=sharing

"User" – a person using the Portal.

"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, and failures of the Internet or a part thereof, of the power grid, and failures of computerised supervision and distribution systems.

II. Placement of Orders

1. The acceptance of Advertisements for publication and their placement by Burda Media Polska Sp. z o.o. on a given Portal 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 on a given Portal, or on the basis of a separate Order signed by the authorised representative(s) of the Ordering Party, in accordance with these General Terms and Conditions and 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 on a given Portal, the provisions of that agreement shall apply in the first place. In the scope not governed by the agreement, these General Terms and Conditions shall apply.

3. The Order referred to in point 1 above should be drawn up on the ready-made order form provided by Burda Media Polska Sp. z o.o. and should contain at least the following elements:

- details of the Advertiser (in the case of natural persons – given name and surname, address of residence, PESEL number, identity card number or NIP tax identification number; in the case of other entities – business name, registered office and the address at which the entity conducts its business, contact telephone numbers and NIP tax identification number);
- the name and details of the Client on whose behalf the Ordering Party orders the publication of the Advertisement (if applicable);
- the defined portals on which the Serving is to take place;
- the start date of the Serving and its duration;
- the defined advertising format;
- the final deadlines for the delivery of the advertising materials;
- delivery of the URL address to which the Advertisement is to direct and/or of tracking codes;

- specification of the form and date of payment;
- the net value of the order, before any discounts, together with any surcharges resulting from the nature of the Advertisement, in accordance with the applicable Price List or the arrangements of the Parties;
- the total net value of the order after discounts;
- the amount of VAT;
- the total gross value of the order after discounts;
- a statement as to whether or not the Ordering Party is a VAT payer and, where the Ordering Party is a VAT payer, consent to the issuance of invoices without the signature of the person authorised to receive invoices;
- any comments;
- the company stamp and the legible, handwritten signature of the person(s) authorised to act on behalf of the Ordering Party.

4. 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 General Terms and Conditions as well as from the detailed Order, and shall bear liability in the same manner as its Client/Advertiser.

5. The advertising materials, the final delivery deadlines for which are set out in the Order and the form of which is specified in the Technical Specification, constitute an integral part of the Order.

6. The Order should be submitted by the Ordering Party in writing and sent to Burda Media Polska Sp. z o.o. by post, by electronic mail or by fax (as at the date of confirmation of its receipt by the addressee), within a period enabling the proper performance of the Order and in any event no later than 3 business days before the date of the first Serving.

7. Failure to meet the deadline for delivery of the Order or of the materials related thereto, as well as any other formal deficiencies of the Order, shall release Burda Media Polska Sp. z o.o. from the obligation to perform it and from any liability which might arise on that account.

8. Until the order is accepted or until Burda Media Polska Sp. z o.o. commences its performance, the Order shall constitute an offer within the meaning of the provisions of the Civil Code.

III. Advertising materials

1. The Ordering Party shall be obliged to deliver the advertising materials to Burda Media Polska Sp. z o.o. in a form ready for Serving, in electronic form, no later than by the deadlines specified in the Order or, if these are not specified, 3 days before the planned start of the Serving. The cost of preparing the advertising materials shall be borne by the Ordering Party. The Advertising Forms sent should be precisely described (name of the Ordering Party, subject of the campaign, Order number).

2. The advertising materials should meet the requirements set out in these General Terms and Conditions, in the Technical Specification and in the Price List in force at the given time. The materials shall be deemed delivered only where they are complete, sufficient for the proper Serving of the Advertisement and compliant with the General Terms and Conditions and the Technical Specification.

3. Orders concerning non-standard Forms of Advertisement and advertising formats require separate arrangements between the Parties and prior testing.

4. The verification of the advertising materials delivered as regards the quality of their artistic and technical level and their nature corresponding to the profile of the Portal shall be carried out by the traffic department of Burda Media Polska Sp. z o.o. and/or of the given Company of the Burda Polska Group.

5. Where the advertising materials delivered by the Ordering Party have been prepared inconsistently with the requirements set out in the General Terms and Conditions, the Technical Specification and/or the Price Lists in force at the given time, Burda Media Polska Sp. z o.o. may – in so far as this is possible having regard to the final deadline for the delivery of correct advertising materials ready for Serving – set the Ordering Party an additional deadline for the delivery of corrected advertising materials. Burda Media Polska Sp. z o.o. shall further have the right to take steps intended to correct the Advertisement and, consequently, to bring the result of the publication as close as possible to the Advertisement delivered by the Ordering Party.

6. Failure by the Ordering Party to meet the deadlines for delivery of the advertising materials, or the delivery of advertising materials not meeting the requirements set out in the General Terms and Conditions, the Technical Specification and/or the Price Lists in force at the given time, may result in the ordered Advertisement not being published, while at the same time charging the Ordering Party with the full costs of the ordered Advertisement.

7. The Ordering Party declares that it holds the economic copyrights or the necessary licences to the advertising materials delivered to Burda Media Polska Sp. z o.o. (including to the images of the persons shown in the advertising materials), that the said materials are free from legal defects, and that their content, including the information, data, works, images, trade marks or other elements constituting the subject matter of any legal protection

contained in the advertising materials, complies with the law in force in Poland, in particular with the provisions of the press law, and does not infringe the rights and personal interests of third parties, the principles of community life or good practice. The Ordering Party further declares that, by reason of the placement of the advertising materials and their use in accordance with the Order submitted and with the provisions of these General Terms and Conditions, 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.

8. 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 of the advertising materials to Burda Media Polska Sp. z o.o. 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 and also for archiving purposes.

9. 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 to it.

10. Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group shall not be liable for the content of the advertising materials published for the benefit of the Ordering Party. Should third parties raise claims against Burda Media Polska Sp. z o.o. and/or any Company of the Burda Polska Group arising from the infringement of the rights referred to in point 7 above through the publication of the advertising materials delivered by the Ordering Party, the Ordering Party undertakes to take without delay all steps necessary to remove the infringements and to satisfy the claims directed against Burda Media Polska Sp. z o.o. and/or any Company of the Burda Polska Group on that account, as well as to reimburse all costs incurred by Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group, in particular royalties, remuneration, damages, compensation for non-pecuniary harm and penalties which Burda Media Polska Sp. z o.o. and/or any of the Companies of the Burda Polska Group might have to pay or has paid on those accounts, together with all costs, including the costs of legal services and court costs, incurred on account of the infringements. 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.

11. Burda Media Polska Sp. z o.o. shall have the right to refuse to accept an Order, to demand that an appropriate change be made to the Order/advertising materials, 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 General Terms and Conditions, to the law, to good practice and/or to the standards binding upon Burda Media Polska Sp. z o.o. and/or the Companies of the Burda Polska Group, in particular the IAB Code of Good Practice 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 Advertisement constitutes 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 them;

d. if the advertising materials have been prepared inconsistently with the requirements set out in the Technical Specification and/or in the Price Lists in force at the given time;

e. if the Advertisement is inconsistent with the profile of the Portal or with the editorial policy or the interests of the Portal and/or of Burda Media Polska Sp. z o.o. and/or of the Companies of the Burda Polska Group, if the Advertisement may adversely affect the character or style of a given Portal, if the Advertisement may adversely affect the

image or reputation of Burda Media Polska Sp. z o.o. and/or of any of the Companies of the Burda Polska Group, and/or if the Advertisement is contrary to the relevant Agreements, in particular licence agreements, concluded by Burda Media Polska Sp. z o.o. and/or the Companies of the Burda Polska Group, whereby Burda Media Polska Sp. z o.o. shall be entitled to assess freely the quality of the artistic level and the nature of a given Advertisement in the context of its compliance with the above criteria;

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 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 IAB Code of Good Practice 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.

12. Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group shall decide independently on the content of a given Portal and on the general style of the Advertising Forms presented.

13. Advertisements on the pages of a given Portal should be clearly distinguishable from the other graphic elements of the Portal's pages and from those directly related to its graphic layout. Advertisements may not imitate, or in any way simulate, elements of the Portal.

14. Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group reserve the right to mark the Advertisements served additionally, in particular in order to distinguish them from their own and/or editorial materials, inter alia with the words "advertisement", "sponsor of the website", "promotion", etc., in so far as Burda Media Polska Sp. z o.o. and/or the given Company of the Burda Polska Group considers this justified.

15. Burda Media Polska Sp. z o.o. shall carry out a substantive assessment of the Advertisement within 24 hours (on business days and during business hours), counting from the date of receipt of its design or of the advertising materials. The absence of objections on the part of Burda Media Polska Sp. z o.o. within that time limit shall mean acceptance and the release of the Advertisement for Serving or of the advertising materials for execution.

16. In the event of a conflict of Serving dates, Burda Media Polska Sp. z o.o. stipulates that priority shall be given to Orders paid for in advance in cash or by bank transfer. Next to be served shall be Orders settled by way of barter or set-off, and thereafter Orders performed

as substitute performance on account of the non-performance or improper performance of agreements to which Burda Media Polska Sp. z o.o. and/or the given Company of the Burda Polska Group is or was a party.

17. During the performance of the Order and for 14 days after its completion, Burda Media Polska Sp. z o.o. shall, at the request of the Ordering Party, make available the Serving statistics.

18. The Advertisements and advertising materials delivered by the Ordering Party constitute its property and may be returned at its request no earlier than 14 days after the end of the Serving of the Advertisement. Should they not be collected within 14 days from the date of the end of the Serving, the Advertisements or advertising materials shall be destroyed.

19. 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.

20. The Ordering Party shall not collect users' personal data in the course of the Serving, except in a situation where the relevant provisions of law permit this.

21. Where sound is used in a given advertising form, the Publisher stipulates that:

a) the sound may not be played automatically,

b) the sound may be played only after an action has been performed by the user using the Portal, whereby in the case of expandable advertising forms it is permissible for the sound to be played after the user has performed an action causing the Advertisement to expand,

c) the sound may not be played for longer than the given advertising form remains open,

d) an Advertisement having a sound function must contain legible markings for switching the sound on and off.

22. It is not permitted to use in an Advertisement operational elements whose function, resulting from their form, wording or convention, is inconsistent with their message, or which operate in an atypical manner, in particular:

a) it is not permitted to use in an Advertisement basic buttons bearing system wording such as "Close", "OK", or window minimising and closing icons, which operate otherwise than results from their typical function,

b) it is not permitted to place in an Advertisement buttons performing functions inconsistent with the messages presented on those buttons, e.g. buttons imitating the functions of a form, of a drop-down list or of a check box may not cause redirection to the client's page or any other action,

c) it is not permitted to formulate Advertisements in the form of system messages and warnings or in a form imitating an element of a page of the Portal.

23. The Publisher permits the use of animation in Advertisements, provided that the maximum size limits corresponding to the given advertising forms are not exceeded.

24. It is not permitted to use in Advertisements any tools enabling the collection of data of Users of the Portal.

IV. Reservation

1. The Ordering Party may make an advance reservation of dates and space for planned Advertisements in written form, by fax, by e-mail or by telephone with written confirmation of the reservation, no later than 7 days before the Serving of the advertisement, whereby Burda Media Polska Sp. z o.o. reserves the right not to accept the reservation of an Order, in particular where it has insufficient free advertising space for the Ordering Party's Advertisement on the date selected by the Ordering Party and/or for the Form of Advertisement selected by the Ordering Party.

2. A reservation shall be taken into account by Burda Media Polska Sp. z o.o. on condition that the appropriate technical capabilities exist and that the Ordering Party undertakes to deliver the Order referred to in Chapter II by the deadlines specified in the Order.

3. Failure to deliver written confirmation of the Order by the deadlines specified in point 2 above shall release Burda Media Polska Sp. z o.o. from the obligation to make the reservation and shall be deemed a cancellation of the order by the Ordering Party.

4. Burda Media Polska Sp. z o.o. shall have the right to make the publication of an Advertisement conditional upon the payment, towards the publication, of an amount (prepayment) of up to the full value of the Order by the deadline indicated by it. Failure to pay the full amount (prepayment) by the deadline indicated by Burda Media Polska Sp. z o.o. shall be deemed a cancellation of the order by the Ordering Party, and Burda Media Polska Sp. z o.o. shall be released from the obligation to publish the Advertisement.

V. Price and terms of payment

1. The remuneration of Burda Media Polska Sp. z o.o. for the advertising space ordered shall be determined on the basis of the Price List in force on the date of issue of the Order, unless

the content of the Order provides otherwise. Burda Media Polska Sp. z o.o. may grant the Ordering Party a discount in an amount determined by it. The amount of the discount shall be determined individually and shall depend in particular on the size of the Order, the frequency of the Orders placed by the Ordering Party, the amount of the prepayment made, etc.

2. The remuneration of Burda Media Polska Sp. z o.o. indicated in the Price List concerns space intended for ready-made advertising materials. For the editorial and graphic development by Burda Media Polska Sp. z o.o. and/or the Companies of the Burda Polska Group, or for the preparation of an Advertisement on the basis of a design delivered, additional costs shall be charged, depending on the space and the complexity of the graphics and on the Form of Advertisement. The additional costs shall be determined by negotiation between the Parties, depending on the project/material carried out.

3. Burda Media Polska Sp. z o.o. and the Companies of the Burda Polska Group reserve the right to introduce changes to the Price Lists. In the event of a change in the price of the Ordering Party's Advertisement after the Order has been submitted, the Ordering Party shall have the right to withdraw from the Order without any obligation on its part to pay for the Order, within 7 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 Order within the above time limit, the Ordering Party shall be deemed to consent to the price change made.

4. For the Advertising Service 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 an invoice issued by Burda Media Polska Sp. z o.o., within the time limit indicated on the invoice or in the Order. 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. In the event of delay in payment, the Ordering Party shall be charged statutory interest in accordance with the applicable provisions of law.

5. The minimum value of an Order (after discounts) shall be PLN 1,000 net plus tax on goods and services at the rate applicable on the date of issue of the invoice by Burda Media Polska Sp. z o.o., unless Burda Media Polska Sp. z o.o. consents to a lower minimum Order value.

6. In the event of delay in payment, Burda Media Polska Sp. z o.o. shall further have the right to refuse to accept a new Order or to suspend the publication of further Advertisements of the Ordering Party or of a natural or legal person acting on its behalf or for its account, as well as to refuse to accept a new Order and/or to withdraw from the Order in whole or in part, with the consequences specified in Chapter VI point .

7. Burda Media Polska Sp. z o.o. shall have the right to make the publication of a given Advertisement conditional upon the making of a prepayment by the Ordering Party in the manner specified in Chapter IV point 4.

8. 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. 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 7 days before the date of Serving of the Advertisement.

9. 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.

10. 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.

VI. Withdrawal from an Order and Cancellation of an Order

1. The Ordering Party shall be entitled to withdraw from an Order and to cancel an Order (the publication of an Advertisement) by submitting an appropriate written declaration to Burda Media Polska Sp. z o.o.

2. The receipt of a cancellation of an Order shall not give rise to an obligation on the part of the Ordering Party to pay for the Order, provided that it occurs no later than 7 days before the date of delivery of the materials indicated in the Order, unless Burda Media Polska Sp. z o.o. has incurred costs connected with the performance of the Order.

3. After the expiry of the time limit indicated in point 2, the Ordering Party shall be obliged to pay a contractual penalty amounting to 100% of the value of the Order within 14 days from the date of delivery by Burda Media Polska Sp. z o.o. of a demand for payment. Burda Media Polska Sp. z o.o. shall have the right to pursue damages exceeding the amount of the contractual penalties on general terms.

4. The right to impose the contractual penalty referred to in point 3 above shall apply accordingly in the cases specified in Chapter II point 7, Chapter III point 6 and Chapter VIII point 6.

5. Burda Media Polska Sp. z o.o. reserves the right to withdraw from the Order in whole or in part in the event of:

a. a failure of the Ordering Party to cooperate in the performance of the Order;

b. the filing of an application for the institution of bankruptcy or liquidation proceedings against the Ordering Party;

c. the occurrence, on the part of Burda Media Polska Sp. z o.o. and/or of the given Company of the Burda Polska Group, of circumstances preventing the performance of the provisions of the Order;

d. other important circumstances justifying withdrawal from the performance of the Order.

6. 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 an Advertisement notwithstanding the Ordering Party's withdrawal from the Order, in so far as the Ordering Party withdrew from the 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 points 7 and 10 of Chapter III.

VII. Order Modification

1. The Ordering Party shall be entitled to modify the Order on the terms described below.

2. Changes to the Order going beyond an Order Modification shall be tantamount to a Cancellation of the Order.

3. A declaration modifying the Order should be delivered to Burda Media Polska Sp. z o.o. no later than 3 business days before the date of commencement of the Serving and shall constitute an offer within the meaning of the provisions of the Civil Code. Burda Media Polska Sp. z o.o. stipulates that it will accept such an offer subject to the technical capabilities existing and the advertising space available.

4. Where it is not possible to perform the modified Order, the Ordering Party may, at its own choice, abandon the Order Modification or cancel the Order in accordance with the rules set out in Chapter VI.

5. In cases justified by the interests of the Parties and with their mutual consent expressed in written or electronic form or by fax, Burda Media Polska Sp. z o.o. permits a correction of the Order in the manner and to the extent agreed by the Parties in one of the above forms.

VIII Serving

1. During the performance of the Order, the Publisher shall, at the request of the Ordering Party, provide access to the statistics concerning the Serving under the given Order.

2. The assessment of the level of performance of the Order shall be based on data originating from the Publisher's ad server or on external codes, where the parties have so agreed in the Order.

3. Where, for reasons beyond the Publisher's control, the Order is not performed in full within the period assumed in the Order, the Publisher shall:

a. after agreement with the Ordering Party, extend the serving time subject to the availability of advertising space, or

b. after agreement with the Ordering Party, enable the undelivered number of impressions to be used at another time acceptable to both parties, or

c. return to the Ordering Party a part of the remuneration equal to the value of the unperformed part of the Order.

4. Where the Order has not been performed in full through the fault of the Publisher, the Publisher undertakes to serve the missing part of the Order at a time agreed with the Ordering Party, at no additional cost to the Ordering Party.

5. The Ordering Party shall be obliged to report any comments on the performance of the Order in the course of the Serving to the Publisher as a matter of urgency. After the lapse of one week from the end of the Serving, the Serving shall be deemed to have proceeded correctly.

6. By default, the Serving takes place without the use of capping, geo-targeting, etc. The use of capping and targeting should be included in the Order.

7. Where the Ordering Party delivers tracking codes, the Publisher assumes a so-called "buffer", adding 5% of impressions to the Serving pool, anticipating the difference in the counts on the part of the Ordering Party and of the Publisher.

8. By default, the Serving is not evenly distributed over each day of performance. The Ordering Party is obliged to inform the Publisher before the Serving in a situation where the performance is to be even.

9. By default, where several Advertising Formats and cross-device serving are used, these are not performed evenly. Such a preference must be communicated to the Publisher before the Serving.

10. After the end of the Serving, the Publisher shall provide a report on the completed performance at the request of the Ordering Party.

VIII. Complaints

1. The Ordering Party shall be obliged to submit complaints concerning the manner and quality of performance of the Order to Burda Media Polska Sp. z o.o. in written form within 14 days from the date of publication of the Advertisement or from the date on which the Advertisement was to be published in accordance with the Order and/or the provisions of these General Terms and Conditions. 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.

2. Failure to meet the time limit for submitting the complaint and/or failure to observe the required written form 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 Serving.

3. 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.

4. Properly submitted complaints shall be considered by Burda Media Polska Sp. z o.o. within 14 business days, subject to point 5 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.

5. 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.

6. Burda Media Polska Sp. z o.o. shall not be liable for a delay in the publication of the Advertisement or for defects in the Serving 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 General Terms and Conditions 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.

7. Burda Media Polska Sp. z o.o. shall not be liable towards the Ordering Party for the non-performance or improper performance of the Order in the event of Force Majeure or of the

discontinuation of the publication of the given Portal on 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. Should an event referred to in the first sentence of this point occur, Burda Media Polska Sp. z o.o. undertakes to notify the Ordering Party without delay and to propose, if possible, other Serving dates or an alternative performance of the same value.

8. 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 the Companies 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 the Companies 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 Serving of the Advertisement. Where the complaint is upheld, the Parties shall jointly determine by negotiation the justified amount and form of the discount/additional Serving of the Advertisement, depending on the degree or extent of the incorrectly served Advertisement. The Ordering Party hereby waives the pursuit of compensation in any other form.

9. Irrespective of the provisions of point 8, 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 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.

10. Burda Media Polska Sp. z o.o. makes every effort to ensure that the Advertisements served are accessible to Users of popular web browsers, operating systems, types of computers and types of Internet connections. However, Burda Media Polska Sp. z o.o. neither guarantees nor is responsible for every combination of those factors enabling access to and familiarisation with the Advertisement or its individual elements. The absence of displays of an Advertisement resulting from the factors indicated above may not constitute grounds for any compensation for the Ordering Party and does not constitute grounds for a complaint.

IX. Final provisions

1. 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.

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

3. Burda Media Polska Sp. z o.o. is entitled to amend these General Terms and Conditions as well as the Price Lists and Technical Specifications at any time, whereby such amendments shall be binding from the moment of their publication on the website www.burdamedia.pl. Orders submitted before the publication of the amendments shall be governed by the existing provisions of the General Terms and Conditions. The amended prices shall, however, apply to all Orders submitted but not yet performed – in such a case the Ordering Party shall have the right to withdraw from the Order in accordance with point 3 of Chapter V, 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 Order. In such a case the existing prices shall apply to the Order.

4. Subject to point 2 of Chapter II, in the event of any discrepancies between the provisions of these General Terms and Conditions 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 General Terms and Conditions shall apply and shall, in such cases, be decisive.

5. These General Terms and Conditions shall also apply where the acceptance of Advertisements for publication and their Serving on the Portals 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 Sp. z o.o.) and the Ordering Party, the subject matter of which is, at least in part, the publication of an Advertisement on the Portal, 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 General Terms and Conditions concerning Burda Media Polska Sp. z o.o. shall apply accordingly to the given Company of the Burda Polska Group which will carry out the advertisement.

6. These General Terms and Conditions shall enter into force on the date of their announcement.

7. In matters not regulated herein, the relevant provisions of Polish law shall apply.

8. The Order and the Price List in force at the given time, as well as the Technical Specification, constitute an integral part of these General Terms and Conditions.

9. All disputes arising from the application of the General Terms and Conditions, from the Orders submitted or from the declarations of the Parties connected therewith shall be settled by the common courts having local jurisdiction over the registered office of Burda Media Polska Sp. z o.o.

10. These General Terms and Conditions shall not apply to the conclusion of agreements with consumers within the meaning of the applicable provisions of law. Persons having the status of a consumer are requested to contact the Online Sales Department,

digital.sales@burdamedia.pl, of Burda Media Polska Sp. z o.o. in order to conclude an individual agreement for the provision of advertising services.