



## GENERAL PRINCIPLES FOR PUTTING ADVERTISEMENTS IN THE TITLES OF THE PUBLISHER

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### Section I. DEFINITIONS

Wherever in this document reference is made to the terms below, they have the following meaning:

**Publisher** – POLSKAPRESSE Sp. z o.o., having its registered office in Warsaw, registered in the Entrepreneurs Register kept by the District Court for the capital city of Warsaw, 13th Business Department of the National Court Register, under KRS number 0000002408, NIP: 522-01-03-609, REGON 012047699, the share capital is PLN 41,503,000.00, hereinafter referred to as the **Service Provider** or **Contractor**;

**Advertiser** – a natural person, legal person or incorporated entity ordering the publication of Advertisements to the Publisher, hereinafter referred to also as **the Contracting Party or Mandator**. The agency or other advertising agent acting on its own or in favor of its clients is also the Advertiser;

**Titles** – all newspapers and magazines included to the offer of the Advertisement Office of the Publisher;

**Website** – one of the portals, vertical portals or Websites, which are included to the offer of the Advertisement Office of the Publisher, used to publish the Advertisements of the specified nature;

**Modular Advertisement** – an advertisement published in a graphic form, which size in printing is specified by the number of standard advertising space units accepted by the Publisher;

**Classified Ads** – advertisements published in a form of text with the possible graphic distinction or layout. The Classified Ads are divided by topics into columns and sub-columns; the Classified Ads include the mini-modules and photo offers;

**Obituary notice, Condolences** – the advertisements related to the death of the relatives or the anniversary of the death, to the condolences offered to somebody because of the death of the relative or the advertisements combining the obituary notice and condolences, published in a graphic form, which size is specified by the number of standard advertising space units accepted by the Publisher or in a form of text on the Website <http://www.wspomnij-bliskich.pl>;

**Insert** – the advertising material in a form of leaflet, brochure, catalogue or sample product thrown, sown-in, stick-in, foiled or distributed in any manner with the Title;

**Advertisement** – means the Modular Advertisements, Classified Ads, Obituary notices and Condolences and Inserts, which may be published in the Titles or on the Websites (if the Advertisement Office's offer includes the proper Website designated for the relevant Advertisements);

**Order** – means the statement of the Advertiser, which is the offer for Advertisement publication addressed to the Publisher, after receipt information on the possibility and method of Advertisement publication from the Publisher;

**Order Modification** – change of the Advertisement content or its publication date (provided that the Publisher is able to do so), which does not cause the reduction of the Order amount;

**Price List** – information on the price of the Advertisements in the Titles and on the Websites of the Publisher as well as the principles of calculating the amounts of the published Advertisements;

**Working day** – it is every day of the week, except for Saturdays and statutory holidays (Sunday and holidays specified by the Act on holidays);

**Website's Rules** – means the rules of the relevant Website, including the general terms and conditions, which are applied to the publication services for the Advertisements on the Website, and which provisions are applied with the reference to the publication of the Advertisements on the Website; the contents of the Website Rules included to the offer of the Advertisement Office of the Publisher is the Appendix No. 2 hereto.

### Section II. GENERAL PROVISIONS

1. Ordering and putting the Advertisements in the Titles and on the Websites of the Publisher is made basing on these General Principles, the appropriate Websites Rules, the appropriate detailed principles of publication of the Advertisements for the specific Titles (if applicable), the appropriate detailed principles of publication for the relevant type of Advertisement (if applicable) and the provisions of the law. Delivering by the Advertiser the signed Order for publication the Announcement is deemed as the acceptance of the provisions of these General Principles, the appropriate detailed principles of publication of the Advertisements for the specific Titles (if applicable), the appropriate detailed principles of publication for the relevant type of Advertisement and the Websites rules, if the offer of the Advertisement Office of the Publisher includes the Website designated to publication of the relevant type of Advertisements.
2. The Publisher and the editor-in-chief of the Title or other editor or Publisher's employee do not bear any responsibility for the content of published Advertisements.
3. In case when as a result of the publication of the Advertisements the Publisher incurred any costs due to the claims of the persons, whose rights (including, in particular the personal rights, copyrights, neighbor rights, industrial property laws or other) were infringed as a result of the Advertisement publication, the Advertiser is obliged to cover the costs in total including the cost of court proceeding, legal representation costs and other expenses of the Publisher incurred in connection with the claims of the third parties. It refers also to the cases, where the editor-in-chief of the Title or other editor or the Publisher's employee will be a party of such proceeding related to the content or form of the Advertisement.
4. The Advertiser is solely responsible for assuring, that he has the intangible property rights to use the information, data, works, images, trademarks, decorative patterns or any other elements, which are the subject of any legal protection, used in the Adver-



tisements to be published. The Order of the Advertisements is deemed as the statement, that the obligation above is met and the ordered Advertisements are not contrary to the law or social intercourse laws.

5. The Publisher reserves the right to refuse the acceptance or publication or to suspend the publication of the Advertisements, without giving any reasons, in particular, when: the content or form of the Advertisements is illegal, contrary to the social intercourse laws or program line of the Title or Website, in case any reservations are reported by the third party or the competent authority or institution established to observe the rules of the media or advertisement ethic, force majeure, no payment on the date specified in the Order for previously published Advertisements or the delay in payment.
6. The Publisher may subject the publication of the Advertisement to presentation the documents indicated by the Published by the Advertiser. In particular, the Publisher may require presenting the identity card of the Advertiser, documents confirming the right to representation of the legal entity or incorporated entity, which has the legal ability under the law, certificate of death of the person, to whom the Obituary notice is related and license or permit to conduct the specified business activity.
7. Failure to provide the advertising materials in the terms specified in the Price List authorizes the Publisher to refuse the publication of the Advertisement in the term specified in the Order.

### Section III. ORDERS PERFORMANCE CONDITIONS

1. The publication of the Advertisements in the Titles of the Publisher is made under the Order, which integral part is the text of the Advertisement and possible other graphic materials or materials ready to be printed in a form compliant with the technical conditions of the Publisher.
2. The publication of the Advertisement in the Title is connected with the publication of the Advertisement on the relevant Website, if the offer of the Advertisement Office of the Publisher includes the Website designated for the relevant type of Advertisements. The conditions for the publication of the Advertisements on the Website and the mutual obligations of the parties to this extent are determined by the appropriate Website Rules each time. The Publisher will be entitled to refuse the publication of the Advertisement as in the Title as on the Website in the situation, when this Advertisements will not meet the conditions specified in this General Principles or the appropriate Website Rules.
3. Before placing the Order, the Advertiser should obtain the information from the Publisher on possibility of the Advertisement publication in the Title in the specified term and manner. This inquiry may be made by sending to the Publisher's address the filled order form, which content is attached as the Appendix No. 3 hereto. If the publication of the Advertisement is possible in term and manner specified by the Advertiser, the Publisher will send to Advertiser the form of Order, containing the detailed conditions of publication. Sending the Order form to the Advertiser is deemed as the reservation of the date of publication, but if the Order form will not be signed and delivered to the Publisher at least 15 days before the date of publication, such reservation is cancelled automatically. Signing the Order form and delivering using e-mail, mail or fax by the Advertiser to the Advertisement Office of the Publisher is deemed as placing the offer by the

Advertiser with the content corresponding the Order's content. Acceptance of this offer by the Publisher is made in writing or by starting the Order performance. Acceptance of this offer by the Publisher is deemed as concluding the agreement on publication of the Advertisement in the Title or on the Website, if there is a Website designated to publish the Advertisements of this nature.

4. The Advertiser may transfer the rights following the Order only upon the notification of the Publisher and obtaining his written consent or otherwise invalid.
5. The advertising agencies and other advertising agents acting on behalf and in favor of their clients are jointly responsible with the represented persons toward the Publisher for payment of the amounts following the accepted Orders.
6. The special conditions for the Orders to put the Classified Ads are specified in the Appendix No. 1 the Detailed Principles of Putting the Classified Ads.

### Section IV. RESERVATION

1. The Advertiser may make the previous reservation in writing regarding the terms and blocks of advertising space for the planned Advertisement pursuant to the principles specified in the Price List for each Title.
2. Failure to confirm the reservation by submitting the written Order in the term at least 15 working days before the date of publication of the first Advertisement causes the automatic cancellation of the reservation. The Publisher is not responsible to the Advertiser due to cancellation of the made reservation.
3. The Advertiser may cancel the made reservation at the latest 15 working days before the date of publication.

### Section V. ORDER MODIFICATION

1. The statement modifying the Order need to be delivered to the Publisher by the Advertiser in writing with the specification of the scope of changes, not later than 1 day in advance before the term specified in the appropriate Price List.
2. The statement modifying the Order exceeding the definition accepted in the Section I is deemed as the cancellation of the Order, to which the provisions of the Section VI hereof are applied.
3. In case of exceeding the terms for reporting the changes specified in par. 1 above, as well as in case of any doubts and ambiguity regarding the extent and type of the reported changes, which cannot be resolved in the terms specified in par. 1 above, the Publisher is entitled to perform the Order in its original version. In such case the Publisher does not bear any responsibility for the effects of the Advertisement publication in the original version and the Advertiser is obliged to pay 100% of the amount for the Order performance.
4. The statement modifying the Order reported in the terms specified in par. 1 above is the offer in the meaning of Art. 66 of the Civil Code. The Publisher accepts such offer if possible. In case when the modification is not possible because of technical reasons or other obligations of the Publisher, the Advertiser, at its own discretion, may resign from the modification of this Order or cancel the Order pursuant to the principles specified in the Section VI.
5. The Order modification after publication on the Website is possible under the principles specified in the appropriate Website Rules and does not affect the content of the Order for the Advertisement published in the Title.



## Section VI. ORDER CANCELLATION

1. The Advertiser may resign from placing the Advertisement. Such resignation need to be reported to the Publisher in writing or otherwise invalid.
2. The resignation from the Order accepted by the Publisher does not cause the financial consequences for the Advertiser, if it is made before the date of publication, not later than in the terms specified below:
  - a. **For Modular Advertisements** – 10 working days before the originally planned date of publication,
  - b. **For Classified Ads** – within the terms specified in the appropriate Price List.
  - c. **For Obituary notice and Condolences** – within the terms specified in the appropriate Price List.
  - d. **For Inserts** – 10 working days.
3. In case when the statement on cancellation of the Order accepted by the Publisher will be submitted to the Publisher later than in the terms specified in par. 2 above before the planned date of publication of the Advertisement/adding the Insert, the Advertiser will pay the contractual fine for the Publisher in the following amount:
  - a. **For Modular Advertisements:**
    - In the period between 10 and 6 working days before the originally planned date of publication – 50% of the gross amount for the Order,
    - Less than 6 working days – 100% of the gross amount for the Order.
  - b. **For Classified Ads:**
    - After the term specified in the appropriate Price List – 100% of the gross amount for the Order,
  - c. **For Obituary notices and Condolences:**
    - After the term specified in the appropriate Price List – 100% of the gross amount for the Order,
  - d. **For Inserts:**
    - In the period between 10 and 6 working days before the originally planned date of publication – 50% of the gross amount for the Order,
    - Less than 6 working days – 100% of the gross amount for the Order.
4. In case of partial cancellation of the Order accepted by the Publisher made before the planned date of the first publication, the principles specified in the par. 2-3 above are applied to the cancelled part of the Order.
5. The provisions of the relevant Website Rules are applied to the issues related to the cancellation of the Order after publication of the Advertisement in the Title, which constitutes the termination of the agreement to the extent referred to the publication of the Advertisement in the Internet.

## Section VII. PRICE LIST

1. The basis for calculation the price of the Advertisement is the Price List applicable for the relevant Titles and Websites.
2. At any time, the Publisher reserves the right to modify the Price List without the obligation to inform the Advertisers on this fact, unless the separate agreement concluded with the Advertisement specifies the term for notification on such change.
3. The Publisher undertakes to publish the new Price List at least 2 weeks in advance.
4. Within 7 days starting from the date of announcement of the new Price List, it is possible to place the Order pursuant to the previous

Price List for the campaign planned by the Client, provided that the advance payment in the amount of 20% of the gross amount of the campaign is paid before the new Price List comes into force.

5. The Orders placed after this period, but before the new Price List comes into force including both the first and the second period, will have various prices, depending on the date of publication for the particular Advertisements.

## Section VIII. TERMS OF PAYMENTS

1. The Price for the Advertisements is specified by the Order, unless the content of the order states otherwise.
2. The payment for the Classified Ads, Obituary notices and Condolences is made before the publication – by cash, by credit card accepted by the Publisher or by the bank transfer into the indicated bank account. In justified cases, the Publisher may agree to other term and method of payment.
3. The invoices for the Order performance are issued by the Publisher in monthly cycles, on the last day of the service (the end of publication), unless the Order states otherwise, but not later than 7 days after the service performance.
4. In case of failure to pay the invoice in the specified term, the Publisher is entitled to charge the statutory interests for delay. At the same, in case of delay in payment, the Publisher reserves the right to suspend the publication of the Advertisements and the right to discontinue the publication of the Advertisements as a whole or in part, and the Advertiser will be obliged to pay the Publisher the contractual fine in the amount of 100% of the Order amount.
5. The Orders for the publication of the Advertisements may include the discounts, without prejudice to the bonuses following the Price List.
6. The Publisher may not grant the discount, if the Advertiser is the advertising agency acting on behalf of the other advertising agency.
7. If the discount is agreed and during the Order performance, it occurs that the Advertiser – advertising agency acts on behalf of the other agency, this discount will be withdrawn with the effect from the first publication.
8. The publisher may accept the free Classified Ads only from the natural persons and containing the text not related to the business activity or other commercial activity.
9. The publication of the free Classified Ads is made after receipt of the correctly filled original coupon printed in the Title or available in the places indicated by the Publisher.
10. The Publisher reserves the right to edit and classify the Classified Ads or not to place these ads without giving the reason.

## Section IX. COMPLAINTS

1. The all complaints related to the improper performance of the agreement should be submitted to the Publisher in writing within 14 days after the date of publication of the Advertisement, subject to par. 2 below, where the date of receipt of such complaint by the Publisher is decisive. The complaint should include the information on the defect and its description with the justification. The complaints submitted after the specified deadline will not be considered and the Advertiser accepts it.
2. If the Order refers to the Advertisements – cyclic advertisements, this complaint need to be reported in the term specified in par. 1 above, but not later than 2 working days in advance before the next publication date of the Advertisement in the relevant cycle.



In case of the order referred to the Advertisements published day by day – the complaint need to be reported on the date of the first questioned publication. Withdrawal of the Advertisement or its correct publication will be made in the first possible term, depending on the production process of the Title and agreed with the Advertiser.

3. In case of the material error in the Advertisement, which in a significant manner changes its content or assumption, the Publisher will repeat the content of the Advertisement free of pay or will publish the proper explanation.
4. The responsibility of the Publisher for failure to publish the Advertisement in the agreed term, or for publishing the Advertisement with the error, will be limited to the amount of set remuneration due for the publication of this Advertisement. Placing the complaint does not release the Ordering Party from the payment for the Order.
5. The publication of the Advertisement in the column and/or sub-column other than indicated by the Ordering Party cannot be a subject of complaint if the right to the final classification of the Advertisement was attributable to the Publisher.
6. The provisions of this Section are not applied to the e-versions of the published Advertisements (if applicable) in the situation, when the Advertiser is able to modify the content of the Advertisement on its own through the Website. If the Advertiser is not able to modify the Advertisement published on the Website, the provisions of this Section may apply to the e-versions of the Advertisement only to the extent not regulated by the appropriate Website Rules.

## Section X. PERSONAL DATA PROTECTION

1. The personal data of the Advertisers are processed by the Publisher pursuant to the Personal Data Protection Act of 29th August 1997 (Dz. U. 1997 No.133 item 883 with subsequent amendments). Concluding the agreement on publication of the Advertisement is deemed as expressing the consent by the Advertiser to process its personal data by the Publisher and is deemed as the statement on the acknowledgment by the Advertiser of the rights attributed to it under the Personal Data Protection Act. Provision the Publisher with the personal data of the Advertiser is voluntary, but the performance of the Order may be dependent on providing the specified data.
2. The Advertiser may express the consent to the Publisher for sending the commercial information related to the business activity of the Publisher or third parties cooperating with the Publisher. After expressing such consent, the proper commercial information is

to be sent to the e-mail address indicated by the Advertiser. Expressing the consent to sending the commercial information, the Advertiser states that he is a holder of the given e-mail address and that sending the commercial information to this address does not breach the rights of the third parties. Such consent may be withdrawn any time, by placing the proper written Statement to the Publisher.

3. The provisions of the protection specified in the appropriate Website Rules are applied to the personal data of the Advertisers, whose Advertisements are published on the Websites.
4. The Administrator of the personal data of the Advertisers, in the meaning of the Personal Data Protection Act of 29th August 1997 (Dz. U. No. 133, item 883 with subsequent amendments) is the Publisher.
5. The personal data of the Advertisers will be processed by the Publisher in order to assure the proper performance of the Orders. In case of expressing the consent, specified in par. 2 above, these data will be processed also in order to send the information, specified in par. 2 above.
6. The Advertiser is entitled to request the change or deleting of his/her data from the database kept by the Publisher, if these data are not needed any more for the proper performance of the Order. This request need to be placed in writing to the address of the Publisher and need to include the data allowing to identify the Advertiser (including name, surname, e-mail address).
7. The personal data of the Advertisers, which are in the database of the Service Provider, will be available for them in the registered offices of the Service Provider and the relevant organizational unit of the Publisher, where the Order was placed.

## Section XI: FORCE MAJEURE

The Publisher is not responsible for any failure to perform or improper performance of the obligations following these General Principles, Website Regulations, the special principles of publication of the Advertisements in the relevant Title or the special principles for the publication of the relevant type of Advertisement, if it is a consequence of the events beyond its control, including, in particular, but not limited to: any war or threat of war, acts, decisions or veto of the government authorities, international agreements, strikes, lockouts or other protests, flood, fire, explosion, satellite failure or its ground systems, computer supervision and distribution systems failure or other symptoms of the force majeure.

## Section XII: FINAL PROVISIONS

These General Principles are in force from 15.02.2010.