

## I. I. PUBLISHER'S DECLARATION

Agora S.A., the publisher of Gazeta Wyborcza, provides the service of publishing advertisements and classified ads in Gazeta Wyborcza's magazines and digital publications. We provide our clients with the highest-quality services, reliability, professional assistance, and expert advice. For many years now we have been systematically expanding the range of our services and improving their standards in order to meet our clients' expectations. Just like an order or an agreement, these General Terms constitute an essential element that shapes our mutual relationships. Their formalism has been kept to a minimum in order to stress that at the core of our relationships is primarily the highest quality of the services we provide to our clients. We would like to stress that our clients' satisfaction, expectations, and needs are our priority. Therefore, all provisions and terms pertaining to the services provided to our clients will be interpreted in accordance with this declaration.

## II. DEFINITIONS

The terms used in these General Terms will have the following meaning:

**General Terms** – these General Terms and Conditions publishing advertisements and classified ads in Agora S.A. publications;

**Publisher** – Agora Spółka Akcyjna with its registered office in Warsaw at the following address: ul. Czerska 8/10, 00-732 Warszawa; registry information: District Court for the capital city of Warsaw, 13<sup>th</sup> Economic Division of the National Court Register, business register no. KRS 59944, taxpayer identification number NIP 526-030-56-44, share initial capital in the amount of PLN 47 665 426, paid in full, corporate website URL: www.agora.pl, contact e-mail address: reklama@agora.pl, contact phone number: (22) 555 55 55 (charge as for a regular telephone call in accordance with the tariff plan of your telecommunication service provider), contact fax: (22) 555 54 44;

**Publication** – a publication of the Publisher: Gazeta Wyborcza, Magazine, or Digital Publication.

**Gazeta Wyborcza** – printed nationwide daily entitled "Gazeta Wyborcza" published by the Publisher together with all of its regular, occasional, and special nationwide or local discipline and thematic supplements, as well as all of its local pages appearing in its issues, its electronically distributed version (e-edition), "Gazeta Wyborcza" online, as well as press titles published by the Publisher for distribution in combination with "Gazeta Wyborcza";

**Magazine** – one of the following printed magazines published by the Publisher: „Wysokie Obcasy Extra”, „Książki. Magazyn do czytania”, „Avanti”, „Logo”, „Kuchnia”, „Opiekun”, „Wysokie Obcasy Praca”;

**Digital Publication** – a periodic, one-off, or occasional publication of the Publisher designed for distribution on Electronic Media (including electronic versions of printed Publications);

**Gazeta Wyborcza Digital Application** – a Digital Publication which is the electronic version of "Gazeta Wyborcza" that may include but not be limited to the electronic versions of the press titles published by the Publisher and distributed together with "Gazeta Wyborcza" (electronic version of the individual press titles may exist independently and be distributed as separate Digital Publications);

**Electronic Medium** – a device used for, among other things, downloading and saving digital files (e.g. iPhone, tablet, iPad);

**Block Advert** – an advertisement that is published in print in graphic form and whose size in print is determined by the number of standard units of space adopted by the Publisher;

**Classified Ad** – an advertisement that is published in print in text form with a possible generic graphic distinction or in graphic form, whose size in print is determined by the number of standard text units adopted by the Publisher (characters, lines, or words). Classified Ads are broken down thematically into columns and sub-columns;

**Insert** – a separate advertising material distributed together with a printed Publication, specifically in the form of a leaflet, brochure, catalogue, or product sample added, sewn in, glued in, or wrapped with the Publication;

**Digital Advertisement** – an advertisement in electronic form published in a Digital Publication, except for an Advertisement Copy;

**Advertisement** – unless the contents of the given provision say otherwise, the term "Advertisement" should be understood as encompassing Block Adverts, Classified Ads, Inserts, and Digital Advertisements.

**Advertisement Copy** – electronic copies of Block Adverts or Classified Ads published in printed Publications that are published automatically and without any additional charge;

**Advertiser** – natural person, legal person, or organisational unit without legal personality that orders the publication of an Advertisement;

**Business Day** – each weekday except for Saturdays, Sundays and public holidays.

### III. NOTICE FOR CONSUMERS

If you are a **consumer** (pursuant to article 221 of the Polish Civil Code a consumer is a natural person performing a legal act with an entrepreneur that is not directly related to the natural person's business or professional activity), please be informed that:

1. These General Terms apply to agreements with consumers only with respect to the service of publishing Classified Ads. However, as far as these services are concerned the present General Terms do not apply to agreements concluded remotely and to agreements concluded outside the company's place of business.
2. If you wish to obtain information about concluding an agreement remotely or ordering a non-standard service, please contact us by e-mail at reklama@agora.pl, by phone at (22) 555 55 55 (charge as for a regular telephone call in accordance with the tariff plan of your telecommunication service provider), or by fax at (22) 555 54 44.
3. Furthermore, in the case of services provided to consumers no provisions of these General Terms regulating the Publisher's and the Advertiser's liability shall apply – this liability is regulated by the law. In particular, the Publisher is liable for the quality of its services under the provisions of the Polish Civil Code.
4. The Publisher provides no aftersale services and provides no warranty.
5. The agreement on publication of an Advertisement is concluded for the period required by the parties to perform their contractual duties.

### IV. SCOPE OF SERVICES

1. These General Terms regulate the principles and conditions of providing the service of publishing Advertisements in the Publications indicated.
2. The Publisher would like to point out the difference between Digital Publications and materials published on websites:
  - a) The so-called e-versions of printed Publications may be posted on websites (including on the so-called light pages designed specifically for mobile devices). In principle, an e-version contains the same press material, as far as its form and contents are concerned, as the Publication's printed version. Therefore, it differs from the Digital Publication both by the means of distribution (on a website and not in an application for the given Electronic Medium) and by its contents (a copy of the printed Publication's contents instead of content prepared specifically for the Digital Publication);
  - b) These General Terms do not apply to the Publisher's services of publishing advertising materials, other than Advertisement Copies, on websites. If you are interested in ordering such services, please familiarise yourself with their terms and conditions available here.
  - c) Certain Digital Advertisement services may, however, include incorporating in a Digital Advertisement a redirection (link) to materials published on the website indicated by the client.
3. E-versions contain, among other things, Advertisement Copies. Furthermore, Digital Publications that are electronic versions of printed Publications may contain Advertisement Copies. Publishing an Advertisement Copy comprises a part of the service of publishing a printed Advertisement, and it is not a separate service (such as publishing an advertisement in an e-version or including a Digital Advertisement). Advertisement Copies are subject to the relevant provisions of these General Terms pertaining to the given type of printed Advertisement (Block Advert or Classified Ad).

### V. V. TERMS AND CONDITIONS OF PERFORMING THE SERVICE

1. Advertisements will be published against the client's order (in the case of Inserts also containing a filled out Insert specification containing the necessary data). The service is provided pursuant to the General Terms and the applicable law.
2. If the client wishes to modify the order or the contents of the material prepared for publication, the modifications should be provided to the Publisher together with a detailed specification of the changes. If the client wishes to cancel the Service, such resignation must be sent in writing, by fax or e-mail to the mailing address, fax number or e-mail address indicated on the order. Modifications and resignations are possible only within the timeframes indicated in section V.4.
3. The sharing of a Digital Publication or its individual issues on an Electronic Medium is dependent upon prior approval of a third party permitting the publication and maintenance of the application through which the Digital Publication or its individual issues are published on the Electronic Medium. Therefore, when placing an

order for publication of a Digital Advertisement you agree that the individual Digital Publications or issues thereof may be distributed on Electronic Media on dates other than initially planned, including on dates other than the publication dates of their corresponding printed publications (or, respectively, their individual issues).

4. Appendices to these General Terms define:

- a) deadlines: for submitting the order, submitting the materials for processing, supplying materials ready for publication, requesting changes to the material or cancelling the order (Gazeta Wyborcza – Appendix A1, Magazines – Appendix A2, Gazeta Wyborcza Digital Application – Appendix C1, other Digital Publications – Appendix C2),
- b) technical requirements (Gazeta Wyborcza – Appendix B1, Magazines – Appendix B2, Gazeta Wyborcza Digital Application – Appendix C1, other Digital Publications – Appendix C2).

## **VI. PAYMENTS**

1. You can pay for the Advertisement ordered in one of the following ways:
  - a) before publication, i.e. until the day preceding the publication including that day, and in the case of Classified Ads ordered at the Publishers advertising office – when concluding the agreement (payment in advance),
  - b) at a later date, against an invoice issued to you – payment in arrears within 14 days from the date of issuing the invoice,
  - c) another way defined in the agreement.
2. Advertisement prices are quoted pursuant to the Publishers price list valid on the date of their publication, except for Classified Ads published in Gazeta Wyborcza which are priced pursuant to the price list valid on the date of placing the order.

## **VII. GENERAL PROVISIONS**

1. The client is responsible for the contents of the Advertisements submitted for publication. The Advertisements mustn't contain illegal content or content contrary to established custom (principles of social interaction).
2. It is up to the Advertiser to ensure that it has the right use the information, data, trademarks, and any other elements protected by law in its Advertisements. Placing the order shall be understood as representing that the above-mentioned obligation has been met, and that the Advertisements ordered are not illegal (including but not limited to the bans on advertising of, for example, games of chance, alcoholic beverages, or tobacco products) or contrary to established custom, and also that submitting the order does not violate the regulations concerning public procurements. If the client is a consumer, the client should submit an order containing the relevant declaration.
3. The Advertiser shall be obliged to redress any and all damage suffered by the Publisher in connection with the assurances and declarations referred to in item VII.2 being untrue. This obligation shall also apply in situations when the editor-in-chief or another editor or employee of the Publisher is a wronged party.
4. The Publisher may refuse to publish or to suspend the posting of an Advertisement, if:
  - a) the Publisher has reasonable grounds to believe that the contents or the form of the Advertisement are (i) illegal, contrary to established custom, programme policy, or nature of the publication, or (ii) contrary to the standards binding upon the Publisher included in the Code of Good Practices of Press Publishers ([http://www.iwp.pl/kodeks\\_show.php?id\\_aktualnosc=2](http://www.iwp.pl/kodeks_show.php?id_aktualnosc=2)), or
  - b) a third party or a competent body or institution established to oversee the compliance with media or advertising ethics have reservations concerning the client's Advertisement.

The Publisher will immediately inform the Advertiser about its refusal to publish or its suspension of posting the Advertisement, stating the reasons therefor.

The Publisher will publish the Advertisement if the Advertiser modifies it in a way that will exclude the above-mentioned inconsistencies and reservations. The modified Advertisement will be published on the initially-agreed date, provided that it is supplied within the deadline for modifying the Advertisement contents set forth in the appendix concerning the relevant Publication.

Items a(ii) and b do not apply to Advertisements ordered by consumers.

5. Furthermore, the Publisher may refuse to publish or suspend the posting of an Advertisement if no payment is received for previously published Advertisements or such payment is made with delay. This provision does not apply to Advertisements ordered by consumers.
6. Telephone conversations pertaining to the placement or performance of orders may be recorded.

**VIII. COMPLAINTS**

1. If the client has any reservations about the manner or the quality of performing the order, please immediately contact the sales representative (by phone, fax, post, or e-mail) who took your order, or write an e-mail to reklama@agora.pl, call us on (22) 555 55 55 (charge as for a regular telephone call in accordance with the tariff plan of your telecommunication service provider), or send a fax to (22) 555 54 44.

The complaint will be handled and the client contacted within 24 hours on Business Days. Should it prove impossible, we will immediately contact the client and provide the final date for a response that in any case shall not exceed 14 days from the date of receiving the client's complaint.

2. If the order was placed for Advertisements published repeatedly, the complaint should be filed on the date of first publication of a faulty Advertisement, which will allow us to correct it in the next publications of the same Advertisement.

**IX. PERSONAL DATA PROCESSING**

1. The Publisher and the Advertiser undertake to provide their representatives and persons employed by them (irrespective of the legal basis of such employment), whose personal data will be disclosed to the other Party to the order acting as the data controller in connection with the submission and performance of the order, with the information known to the Disclosing Party as defined by article 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
2. The principles of processing the Advertiser's personal data by the Publisher are set forth in the **NOTICE CONCERNING PERSONAL DATA PROVIDED IN CONNECTION WITH AN ORDER**.
3. The Publisher will allow the Advertiser to become familiar with the NOTICE CONCERNING PERSONAL DATA PROVIDED IN CONNECTION WITH AN ORDER during the Advertiser's first contact with the Advertiser.

**X. FINAL PROVISIONS**

These General Terms together with all appendices thereto came into force on 21 September 2018.