

I. PUBLISHER'S STATEMENT

Agora SA, the publisher of "Gazeta Wyborcza", owner of the Gazeta.pl web portal. We ensure top quality of services, reliability, professional service and expert advice to our customers. For many years we have been consistently broadening the scope of our services and improving their standard, responding to customers' expectations. These general rules, just like an order or agreement, are an essential element shaping our mutual relations. Their legal formality has been limited to the minimum to emphasise that the essence of our relation is, most importantly, the highest quality of services provided to you. We assure you that your satisfaction, expectations and needs are our top priority. All provisions and rules relating to the advertisement placement services provided to you will be interpreted in line with the above statement.

II. DEFINITIONS

Expressions used in the general rules should be understood as follows:	
General rules	these general rules of placing advertisements in the Gazeta.pl web portal and other websites owned by Agora;
Agora	Agora Spółka Akcyjna with its registered office in Warsaw at ul. Czerska 8/10 (publisher of "Gazeta Wyborcza", owner of the Gazeta.pl web portal and other websites, registration data: District Court for the Capital city of Warsaw, 13th Business Division of the National Court Register, register of entrepreneurs no. KRS 59944, NIP (Tax Identification Number) 526-030-56-44, share capital of PLN 50 937 386, fully paid-up);
Advertiser	a natural or legal person ordering the placement of advertisements;
Advertisements	online advertising forms prepared for publication in the web portal, described in detail in the "Technical specification of advertisements in the Gazeta.pl web portal", published in the pages of the web portal and other – in a form agreed between Agora and the Advertiser;
Web portal	the Gazeta.pl web portal, operated by Agora, available at the current URL: www.gazeta.pl and at an address being its complement or continuation, as well as at each address that will replace it, and other websites owned by Agora.

III. TERMS OF SERVICE PROVISION

§ 1.

1. An advertisement will be placed based on an order placed by you. The service is provided pursuant to the general rules and applicable legal regulations. An order specifies the ordered number of impressions, campaign duration, location and, possibly, additional conditions.
2. By placing an advertisement placement order you conclude an agreement for its execution by Gazeta.pl. You may cancel the placement in whole or in part on the following conditions:
 - a) You will not be charged for cancelling an order if the cancellation comes 3 business days before the publication date of the advertisement at the latest.
 - b) If the order cancellation comes to Agora after the time limit specified in sec. 2a of this clause, Agora will be entitled to charge you for a fee in the amount of 50% of the order value.
 - c) To be considered valid, a cancellation of the whole or a part of an order must be made in writing (by e-mail or fax) within the time limits specified above.
3. Order execution:
 - a) During the campaign and for 60 days after its completion we will give you access to a web page with statistics on the number of impressions made and the number of clicks (if the advertisement is clickable).

b) If, for objective reasons, the campaign is not executed in whole within the ordered period, its duration is extended proportionally or you can use the remaining number of impressions in your next order.

4. If you want to make any changes to an order or material, please send them in writing (by e-mail or fax) specifying exactly their nature. We will introduce the changes as soon as practically possible, however not later than within 48 hours on business days. If this proves to be impossible, we will notify you immediately, at the same time indicating a final time limit for providing the answer.

§ 2.

An order must be delivered to Agora 3 business days before the planned advertisement placement at the latest.

§ 3.

1. The advertising material in a form ready for placement must be delivered to Agora 2 business days before the planned advertisement placement at the latest.
2. Materials necessary to prepare the advertisement by Agora must be delivered 5 days before the planned advertisement placement date.

§ 4.

For technical parameters of materials ready for publication please refer to Appendix No. 1 to these general rules – "Technical specification of advertisements in the Gazeta.pl web portal".

§ 5.

1. Failure to meet the time limit for delivering an order and any other formal defects of an order release Agora from the obligation to execute it and from any liability that could arise on this account.
2. Failure to deliver advertising materials ready for placement within the time specified in § 3. will be considered as cancelling the order with consequences specified in § 1. item 3.
3. If, as a result of circumstances described in the above items (failure to deliver advertising materials on time), the campaign start date is rescheduled, Agora will not be liable to pay any damages for failure to execute the order or liable to reimburse the amount paid for the non-executed part of the order.

IV. PAYMENTS

You can pay for the ordered placement of an advertisement in any of the following manners:

- a) before the placement, i.e. by (including on) the day preceding the placement – in advance,
- b) after the placement, based on the invoice issued to you - in arrears within 14 days of the invoice issue date,
- c) otherwise, as specified in the agreement.

V. GENERAL PROVISIONS

§ 1.

1. Agora is not liable for the contents of the advertisements placed by you.
2. It is the Advertiser's obligation to ensure that it has the right to use the information, data, trademarks and any other legally protected elements used in the advertisements. By placing an order you represent that the above obligation has been met and that the ordered advertisement complies with the law (including advertising bans relating to such products and services as gambling, alcoholic drinks, tobacco) and principles of morality, and that placing the order complies with the public procurement regulations.



3. You are obliged to remedy all damage done to Agora in connection with the contents or form of your advertisement (including the costs of a trial or other legal proceedings and other reasonable expenses incurred in connection with third-party claims).

4. By providing an advertisement for placement on the pages of the web portal you consent for Agora to provide data on the ordered advertising campaign to a research company for statistical purposes connected with researching the size of the online advertising market and you consent for the research company to use this data for the purposes mentioned above, and you represent that you have adequate authorisation to give the consent referred to in this section. The provisions of this section do not apply to data on the amount of the fee due from you.

§ 2.

1. Agora may, without incurring any liability on this account:

a) refuse to place or withhold the placement of an advertisement, or demand that an advertisement is changed if:

- the contents or the form of the advertisement are not compliant with the law, principles of morality, the policy of the web portal or the nature of a publication or other standards which are binding for Agora;
- a third party, a competent body or an institution responsible for supervising compliance with legal regulations expressed reservations about your advertisements,

b) refuse to place or withhold the placement of an advertisement, if we do not receive payments or receive late payments for advertisements placed earlier.

2. Telephone conversations concerning the placing or execution of orders are recorded.

§ 3.

1. Using by the Advertiser or entities acting at the behest of the Advertiser, or entities at whose behest the Advertiser acts, any systems, scripts or codes acquiring information about users of the web portal, their behaviours towards the Advertisements or towards contents published on the pages of the web portal, as well as information on websites visited by users (including information on the contents of websites or information allowing their classification), as well as using information indicated above in a manner and for purposes other than justified by needs following from the execution of the order relating to the advertising campaign under which the information was acquired, requires obtaining a separate consent of Agora, which can be granted by Agora for an indefinite period of time (until further notice) or for a definite period of time, in any form which explicitly implies such consent.

2. Independently of obtaining Agora's consent referred to in item 1 of this clause, the Advertiser is obliged to ensure, on its own, that the acquisition and use of the information referred to in item 1 of this clause is compliant with the applicable law. In particular, should the acquisition or use of the information referred to in item 1 of this clause require, according to the applicable law, obtaining the user's consent or ensuring that the user can express opposition to such acquisition or use of information, the Advertiser will be obliged to obtain the relevant consent of the user or to ensure that the user can express opposition and that, after an opposition is expressed, the information is no more acquired or used.

3. Breaching the limitations or obligations specified in items 1 and 2 of this clause will constitute Advertiser's material breach of the agreement (including the agreement concluded by way of the order) between Agora and the Advertiser and shall entitle Agora to demand from the Advertiser the payment of a contractual penalty in the amount of PLN 20,000 (twenty thousand) for each breach. The contractual penalty must be paid within 14 days of the Advertiser's receiving the relevant request from Agora. The contractual penalty provision does not exclude the possibility of Agora's pursuing a claim for compensation exceeding the amount of the agreed contractual penalty.

§ 4.

By concluding an agreement (including by placing and accepting an order), the Advertiser expresses its consent for Agora to use the advertising materials covered by the agreement (including trademarks and name) free of charge for archiving purposes and for promoting Agora's websites or Agora's advertising services, in particular by their reproducing in print or digitally, marketing, exhibiting publicly, displaying, broadcasting or allowing public access so that they may be accessed by anyone in a place and time chosen thereby.

VI. COMPLAINTS

1. If you have any reservations to the quality of order execution, please contact the salesperson who accepted your order immediately (by e-mail, telephone or fax). We will investigate your complaint and give our response within 24 hours on business days. If this proves to be impossible, we will notify you immediately, at the same time indicating a final time limit for providing the answer.

2. Please file your complaint on the day of the first challenged impression, which will allow us to consider changes in subsequent impressions of the advertisement.

3. Complaints relating to the number of the placed advertising forms and the manner of their placement must be filed within 7 days of the planned placement finish date of the given campaign or its part, specified in the given order. After this deadline we will not accept any complaints and we will recognize that the campaign in the given scope was executed correctly and in accordance with the placed order or concluded agreement.

4. A compensation for a damage done by Agora may not exceed the value of the fee for executing the advertising campaign in accordance with the order.

VII. FINAL PROVISIONS

1. These general rules do not apply to the provision of advertising services ordered by individuals who purchase advertising services for purposes not related directly with their business or professional activity. Such persons are asked to contact the customer service centre to conclude an individual agreement for the provision of advertising services.

2. These general rules, together with all appendices, are valid from 8th January 2013.

Appendix no. 1

"Technical specification of advertising products of the Gazeta.pl web portal", available at the following address:

<http://adv.gazeta.pl/pub/inb/reklama/specyfikacja.pdf>