



## I. DECLARATION

Agora SA, the publisher of "Gazeta Wyborcza" and owner of the Gazeta.pl Internet portal. We ensure the highest quality of services, diligence, as well as professional service and consultancy. For many years we have been consistently broadening the scope of our services and improving their standard, all to fulfil the expectations of our clients. These General Principles, as well as an order or an agreement, are indispensable elements shaping our mutual relations. Their legal formalism has been limited to the minimum in order to stress that our relations are first and foremost based on the top quality of services that we provide to you. We ensure that your satisfaction, expectations and needs are our priorities. Any provisions and rules concerning the services of placing advertisements that we provide to you shall be interpreted in accordance with this declaration.

## II. DEFINITIONS

The terms used in the General Principles shall be understood in the following way:

General Principles	these general principles of placing advertisements in the Gazeta.pl portal and in other Internet services owned by Agora;
Agora	Agora Spółka Akcyjna (Agora Joint Stock Company) with the registered office in Warsaw, 8/10 Czerska street (the publisher of Gazeta Wyborcza and owner of the Gazeta.pl portal and other Internet services; registration: District Court for the capital city of Warsaw, XIII Economic Division of the National Court Register, register of entrepreneurs KRS no. 59944, NIP 526-030-56-44; share capital PLN 54 977 535.00, paid-in capital PLN 44,140,500.00);
Advertiser	a natural person or legal person, ordering the placement of advertisements;
Advertisements	means of Internet advertising, which are intended for placement in the portal, described in detail in "Technical Specification for Advertisements in the Gazeta.pl portal" and made available on the portal websites, as well as other advertising means – in the form agreed between Agora and the Advertiser;
Portal	Gazeta.pl Internet portal run by Agora and available at the current URL address: <a href="http://www.gazeta.pl">www.gazeta.pl</a> and at the address that acts as its supplement or follow-up; any address that replaces it, and other Internet services owned by Agora.

## III PERFORMANCE CONDITIONS

### § 1.

1. We will place an advertisement on the basis of an order submitted by you. The service is performed in accordance with the General Principles and the binding provisions of law. An order specifies the number of ordered exposures, campaign duration, location and additional conditions, if any.

2. By submitting an order for the publication of advertisements, you enter into a contract for such publication by Gazeta.pl. However, you may cancel the publication in whole or in part in the following cases:

- cancellation of an order will not lead to any financial consequences on your part if it is made not later than three days before the advertisement publication date,
- where order cancellation is delivered to Agora after the deadline specified under Section 2a of this Paragraph, Agora will be entitled to charge you at 50% of the order price,
- cancellation of an order, in whole or in part, shall be made in writing (by e-mail or facsimile) within the above-specified time limits under pain of nullity.

### 3. Order fulfilment:

- throughout your campaign and for sixty days after its termination, we will provide you with access to a website containing the statistics concerning the number of realised exposures and clicks (for clickable advertisements),
- if, for objective reasons, your campaign has not been completed fully within the ordered period, its duration will be extended accordingly or you may use the remaining number of exposures in a next order.

4. If you wish to make changes to your order or material, please deliver them in writing (by e-mail or facsimile), specifying the modifications in detail. We will introduce any such changes within the shortest possible time, not later than within 48 hours on working days. Should this be impossible, we will inform you immediately, indicating the final date for a reply.

### § 2.

Orders must be delivered to Agora not later than three working days before the intended start of advertisement exposure.

### § 3.

1. Advertising materials ready for placement should be delivered to Agora not later than two working days before the intended start of advertisement exposure.

2. Materials required by Agora to prepare an advertisement should be delivered five days before the intended start of advertisement exposure.

### § 4.

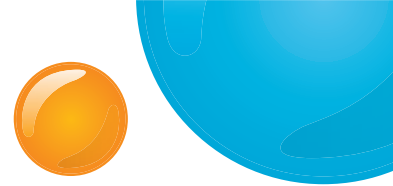
Technical parameters for publication-ready materials can be found in appendix no. 1 to these General Principles – "Technical Specification for Advertisements in the Gazeta.pl portal".

### § 5.

1. Failure to meet the order submission deadline or any other formal order-related errors and omissions will release Agora from its obligation to fulfil such order and from any responsibility that could arise on that account.

2. Failure to deliver exposure-ready advertising materials within the time indicated under Paragraph 3 will be treated as order cancellation and will be subject to the consequences specified under Paragraph 1 Section 3.

3. If, due to the circumstances described above (e.g. failure to deliver advertising materials on time), a campaign launch date is delayed with Agora's consent, Agora will neither be obligated to pay any compensation in respect of an unfulfilled order nor to return any amount for an unfulfilled part of such order.



## IV. PAYMENTS

You can pay for ordered advertisement exposures in one of the following ways:

- a) before exposure, i.e. by the day preceding the exposure (exclusively) – payment in advance,
- b) after exposure (based on an invoice issued to you) – payment in arrears within fourteen days from issuing the invoice,
- c) other, as stipulated in the contract.

## V. GENERAL PROVISIONS

### § 1.

1. Agora is not responsible for the contents of the placed advertisements.
2. The advertiser needs to make the assurance that it is entitled to use the information, data, trademarks and all other elements protected by law in the advertisements. Your placement of the order is equivalent to your statement that the above obligation has been satisfied, while the advertisement ordered is not in conflict with the law (including a prohibited advertising e.g. of games of chance, alcoholic beverages or tobacco products) or good customs, and that the placement of the order is not in breach of the public procurement regulations.
3. The obligation to redress any loss suffered by Agora due to the contents or form of your advertisement (including the costs of court proceedings or costs of other legal proceedings as well as other reasonable expenses incurred in connection with any claims of third parties) rests with you.
4. By submitting an advertisement to be placed on the portal websites, you agree that Agora may provide research companies with data concerning ordered advertising campaigns for statistical purposes connected with research on the size of the Internet advertising market. You further agree that research companies may use these data for the above-mentioned purposes and you represent that you are sufficiently entitled to give the consent referred to in this Section. The provisions of this Section do not apply to the data concerning the amount of remuneration payable by you.

### § 2.

1. Agora can, without incurring any responsibility by this virtue:
  - a) refuse to place an advertisement or hold its placing or demand that changes be made to it, whenever:
    - the contents or the form of the advertisement is illegal, contrary to good practice, portal's policy line or the nature of the publication, or standards binding upon Agora,
    - any third party, regulatory bodies or institutions supervising compliance with the law or with other standards have any reservations about your advertisements,
  - b) refuse to place an advertisement or hold its placing if we do not receive the payment for placing an advertisement or we receive it with delay.

## VI. COMPLAINTS

1. If you have any reservations as to the quality of order completion, we ask for prompt contact (e-mail, telephone or facsimile) with the sales person who took your order. We will consider your complaint and give you an answer not later than within 24 hours within working days. If it proves to be impossible we shall inform you immediately about it and inform you about the final date of our answer.

2. Please file your complaint on the day of the first questioned issue, which will allow for accommodation of changes in the following issues of the advertisement.

3. Any compensation in respect of damage caused by Agora may not exceed the amount of remuneration for publishing an advertising campaign in accordance with your order.

## VII. FINAL PROVISIONS

1. These General Principles do not apply to the provision of advertising services ordered by natural persons who purchase advertising services for the purposes not directly related to their business activities or their job. Any such persons are requested to contact the customer service office to enter into an individual contract for the provision of advertising services.

2. These General Principles along with all appendices become binding on 29 May 2010.

### Appendix no. 1

"Technical Specification for Advertising Products of the Gazeta.pl portal" available at:

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

