

TERMS AND RULES OF ADVERTISING SERVICES CONDUCTED BY INTERIA.PL:

I. DEFINITIONS

1. **INTERIA.PL** – means Grupa INTERIA.PL Sp. z o.o. Sp.k. (formerly: INTERIA.PL Sp. z o.o.) with its registered office in Kraków, Os. Teatralne 9A, 31-946 Kraków Poland, entered in the register of entrepreneurs in the National Court Register (KRS) under KRS number 416593, and tax identification number so called NIP 5272644300.
2. **INTERIA.PL Website, Website** – means an organised information platform available in the Internet at including but not limited to www.interia.pl developed by INTERIA.PL and its partners providing the access resources of the Internet, as well as an electronic platform to conduct commercial operations in the Internet.
3. **User** – means any natural person entering INTERIA.PL Website
4. **INTERIA.PL Sales Department** – means a separate department within the INTERIA.PL company which accepts on behalf of INTERIA.PL Orderforms from the Orderers.
5. **Advertising Service** – means any remittance inserted within the Website with intention to promote sale of services or goods or other forms of services or goods usage, support problem, realized in consideration for cash remuneration or in other form, calculated in flat fee, or cost per mille, or cost per click, or cost per action or any mixed model.
6. **Emission** – means in reference of remuneration option:
 - a. Advertising Format display within the Website in number determined in Orderform
 - b. Providing and assertion of Advertising Format within the Website for period of time determined in Orderform,
 - c. Users activity described in character and number in Orderform,
 - d. other form of Advertising Format insertion within the Website.
7. **Advertising services** – means any services provided by INTERIA.PL on terms and conditions specified in herein on the basis of the orders delivered by Orderers.
8. **Contract** – means a commission contract for the Advertising Services.
9. **Orderform** – means a document in writing which specifies the conditions for the Contract. The Orderform is an offer (Art. 66 of the Polish Civil Code), unless its contents or the provisions of the Regulations provide that in a specific case the Order is only an invitation to treat (Art. 72 of the Polish Civil Code).
10. **Orderer** – means any individual, company, corporation, firm, partnership, joint venture, association, organization, institution, trust or agency, whether or not having a separate legal personality willing or entering into the agreement for Advertising services within the Website.
11. **Modification of an Orderform** – means any amendment made by Orderer in reference to the time and place of Advertising services' emission, which does not decrease the value of the Orderform or change the agreed date of the commerce and/or maturity.

12. **Change of an Orderform** – any amendment made by Orderer which is not Modification of an Orderform.
13. **Advertising Format** – means all the artwork, graphic designs and links placed by or on behalf of Orderer within the Website, made in HTML, FLASH , Java or other technologies, placed within Website in order to performance the Advertising services.
14. **Regulations** – means these Rules and Regulations as well as the attachments thereof.
15. **Price List** – means a price list placed on the www.reklama.interia.pl web page which is in force on the day of Contract conclusion and which constitute an integral part of the Regulations.
16. **Advertising Format Specification** – means a document placed on the web page of www.reklama.interia.pl which specifies the technical conditions and which constitute an integral part of the Regulations.

II. GENERAL PROVISIONS

1. INTERIA.PL do not bear any kind of liability for the content or form of Advertising Formats.
2. By signing the Orderform, Orderer states, that:
 - a. it has the right to use information's, data, trademarks or other elements what so ever which are subject to legal protection,
 - b. Advertising Format do not breach the law or any moral standards.
3. Advertising Agencies and other agent, acting on behalf or for the account of their customers shall bear joint and several liability for the INTERIA.PL remuneration payment as determined in Orderform.
4. The Orderer shall bear full legal liability for remedy of any kind in connection with content and form of Advertising Formats including trial and other justified disbursements uncured by INTERIA.PL due to any third party claims.
5. The content of the Website as well as journalistic or general style shall be subject to INTERIA.PLs sole choice.
6. The INTERIA.PL states that any Advertising Formats placed on Website shall be clearly separated from Website graphic lay out or other graphic elements related to layout or content. Advertising Formats cannot emulate or imitate Website elements.
7. The INTERIA.PL reserve the right to make additional indications such as „reklama”, „sponsor serwisu”, „promotion” words insertion, only if the Sales Department admit such solution essential or legally obligatory.
8. The INTERIA.PL may at any time, at its own discretion, without the Orderer right to bring INTERIA.PL to account for damages resulting from such right:
 - a. refuse or decline Emmission or discontinue Emmission, or
 - b. demand Advertising Format change,

if content or form of such Advertising Format is contrary to law, moral standards, INTERIA.PL advertising policy, or any third party or any law enforcement authority submits claim regarding Advertising Format or

- c. refuse or decline Emmission or discontinue Emmission if the Orderer is unacceptably late with its payments arised due to earlier Emmissions.

9. The technical conditions of Advertising Formats are specified in Advertising Format Specification.
10. The Advertising Format Specification the Pricelist, the Orderform and the Regulations hereto contains the entire agreement of the parties and supersedes all prior agreements and representations, whether written or oral, with respect to the subject matter of this Agreement.
11. The Sales Department accept Orderforms provided that Orderform:
 - a. is property fulfilled
 - b. is undersigned and stamped by Orderers duly authorized representative
 - c. include the name and surname of sole undertaker and/or its partners if such undertaker and or its Partners are subject to registration in the business activity record.
12. Any services of both the INTERIA.PL and Orderers declarations shall be deemed to be executed if made in writing and:
 - a. delivered to the Party head office with acknowledgement of service or
 - b. send by registrated mail,
 - c. send by mail as PDF document or
 - d. send by fax within automatic acknowledgement of service.
13. INTERIA.PL states and the Orderer accepts that in the case of Emission date, place of Emission and Advertising Format conflict, INTERIA.PL shall display:
 - a. Advertising Formats described in Orderforms paid in cash or by money transfer first, then
 - b. Advertising Formats described in Orderforms settled in the barter basis, then
 - c. Advertising Formats desplayed as compensation or as substitution in the event of improper or non performance of the Contract.
14. INTERIA.PL states and the Orderer accepts that, INTERIA.PL shall make no acceptance to Orderform settled on barter basis (Lack of acceptance pursuant to chapter III herein) if subject to Emmission shall be:
 - a) one day campaigns on Main page on Website or
 - b) Advertising Formats: Comet Cursor, Commercial Break, Expand Corner, Half Page, Multiscreening, Scroll Footer, XHTML, Gigabox, Wide Billboard, Triple Billboard, Double Wide Billboard or
 - c) Reach package (with or without capping) or
 - d) Sponsored links at Google.interia.pl, or
 - e) Advertorials or
 - f) Special sites, or
 - g) Sponsorship campaigns (if wallpaper, or navibox, or headline 120 px or headline 190 px or bottom bar is used),
 - h) contest campaigns, AdSearch campaigns, or
 - i) Campagins built with predictive behavioral targeting.

III. CONTRACT CONCLUSION

1. While the INTERIA.PL shall accept Orderform in writing the Orderform shall be construed as an offer described art. 66 of the Polish Civil Code.
2. The Orderform must be submitted to the INTERIA.PL Sale Department Office no later than 3 working days before Emission's date of commencement.
3. The Orderform written acceptance (Contract conclusion) shall be made by Orderform countersigned service to the Orderer.
4. The Orderform if submitted to the INTERIA.PL Sale Department Office later than 3 working days before Emission's date of commencement shall be construed as invitation to treat as provided in Art. 72 of the Polish Civil Code, the provisions of point 3 of this chapter shall apply respectively.
5. The Orderer may transfer the rights arising out from the Orderform providing that INTERIA.PL shall give prior written consent or else is null and void.

IV. OFFER MODIFICATION AND INVALIDATION

1. INTERIA.PL grant The Orderer the right to:
 - a. Annulment an Orderform,
 - b. Modify an Orderform

on the terms and conditions specified in the Rule.
2. Any amendments in the Orderform exceeding Modification of the Orderform shall be construed as Orderform Annulment.
3. The Modification statement resulting the Orderform change shall be:
 - a. serviced by the Orderer to INTERIA.PL no later than 3 working days before Emission's date of commencement and
 - b. construed as offer as described art. 66 of the Polish Civil Code

INTERIA.PL states that It may accept the offer if time and space necessary for Emission is available.

4. In the event INTERIA.PL cannot performance modified Orderform, the Orderer may at its sole discretion:
 - a. cancel Modification of the Orderform or
 - b. withdraw the Orderform and pay contractual penalty pursuant to Orderform annul conditions.
5. Orderform annul statement shall be delivered to INTERIA.PL in writing or else shall be null and void.
6. The Parties agree, that:
 - a. lack of delivery of Advertising Format no later than 3 days before Emission's date of commencement, or
 - b. delivery of Advertising Format which do not meet Advertising Format Specification requirements or
 - c. delivery of Advertising Format later than 3 days before Emission's date of commencement

shall be deemed to be Orderform Annulment.

7. An Orderform may be entirely annul:

- a. not later than 14 working days before Emmission date of commerce, which does not result in contractual penalty payment on account of INTERIA.PL,
 - b. later than 14 working days before Emmission date of commerce which does result in contractual penalty payment in the amount of:
 - i. 30 % of the Orderform gross value if Orderer annuls Orderform between the 13th and the 7th working day before Emmission's date of commerce
 - ii. 50 % of the Orderform gross value if Orderer annuls Orderform between the 6th and the 3rd working day before Emmission's date of commence
 - iii. 100 % of the Orderform gross value if Orderer annuls Orderform later than 3 working days before Emmission's date of commence
8. In the event of partial Modification of the Orderform acomplished before Emmission's date of commerce, the rules described in point 7 hereinabove shall apply respectively.
 9. The INTERIA.PL may at its own discretion permit Orderform change if Orderers just affair could be irreparably injured.

V. BROADCASTING CONDITIONS FOR ADVERTISEMENTS AND PROMOTIONAL MATERIALS

1. Advertising Formats which meet Advertising Format Specification requirements shall be delivered on INTERIA.PL head Office adressess no later than 3 working days before Emmission's date of commerce. In the event Advertising Format delivery later than as specified above or delivered Advertising Format do not meet Advertising Format Specification requirements INTERIA.PI reserve the right to Orderform annullment or Emmission timeline.
2. Advertising Formats shall be desriptioned with details as below:
 - a. Orderers registration data
 - b. Campaign subject
 - c. Orderform number
3. INTERIA.PL states, that during the Orderform Emmission and for 30 days after Orderform Emmission maturity date on the Orderers dem and It will make available special website with Emmission statistics.

VI. COMPLAINTS

1. In the event of INTERIA.PL's fault improper Contract performance leading to the Emmission delay or any defect occurence, INTERIA.PL undertake start Emmission with the term agreed with Orderer or make New arrangements with Orderer.
2. Complainants concerning Emmission defects made by the Orderer:
 - a. whose payments required hereunder are not received by the INTERIA.PL after the date it is due pursuant to the terms of the Rule (including unpaid portions of amounts due) or
 - b. after 14 days after invoice issuance for such Emmission

shall be null and void.

3. In the event of advance payment invoice issuance the term described in point 2 b shall be calculated from Emmission maturity date.
4. INTERIA.PL shall reply for complainants objections within 21 days after complainant service.

5. Letter of complaint submission do not interfere payment terms connected with other Orderforms.

VII. PRICE LISTS, PAYMENTS, INVOICING

1. The PriceList does not include the value added tax.
2. Disbursements of any kind connected with taxation in Poland shall be borne by the Orderer.
3. INTERIA.PL reserves the right to modify the Pricelist. The Pricelist change notification shall be made if separate agreement concluded with Orderer or its representative will impose on INTERIA.PL such duty.
4. INTERIA.PL reserve the right to negotiate the price of Emmission in case of non standard Advertising Formats or Advertising services.
5. The price is calculated on Pricelist in force by the day of the Orderform issuance, unless other wise stated in the Orderform .
6. The invoices shall be issued by INTERIA.PL according to legal requirements:
 - a. no further than 7 days after the performance of the Orderform
 - b. 7 days from the end of the calendar month if the entire Orderform has not been emitted, the remaining part shall be settled according to the general provisions.
7. Any payment required hereunder that is received by the INTERIA.PL after the date it is due pursuant to the terms of Contract (including unpaid portions of amounts due) shall bear interest, compounded monthly, at the amount of statutory level per annum and the INTERIA.PL may at its own discretion to withhold Emmission or withdraw Orderform in a whole or part and issue a debit note in the amount of contractual penalty as described in Orderform Annulment.

VIII. FORCE MAJEURE

1. INTERIA.PL Contract performance will be excused, to the extent reasonably necessary, in the event that force majeure event that occurs without the fault or negligence of the non-performing party prevents timely performance under the Contract including but not limited to an outbreak of war, a danger of an outbreak of war; the actions, decisions or vetoes of law enforcement authorities, governmental or international agreements, strikes, lockouts or other protests, floods, fires, explosions, the breakdown of the entire INTERNET or its part, the breakdown of the electric grid, computer systems of control and distribution or other manifestations of force majeure.
2. In the event the force majeure event occurs, INTERIA.PL shall with no delay inform Orderer and propose if possible other terms od Emmision.

IX. FINAL PROVISIONS

1. The provisions of the Act on the Electronic Service Provision as well as of the Polish Civil Code shall apply to the matters not governed by these Regulations.
2. The provisions of the Polish law shall apply to the Regulations, declarations and Contracts concluded under them.
3. The Parties agree that all disputes resulting from the application of these Regulations or declarations or contracts concluded under them shall be settled by the Civilian Court with jurisdiction over the seat of INTERIA.PL.

4. Should the Orderer refuse to accept the new conditions of the Regulations the Contract between it and INTERIA.PL shall expire unless the emission of the Orderform began before the change in the Regulations and in such a situation the Emission will be continued until it has finished on the conditions agreed so far.