

TERMS AND CONDITIONS OF SALES OF ELAMED MEDIA GROUP PRODUCTS

These Terms and Conditions specify principles of product sales by Elamed Spółka z ograniczoną odpowiedzialnością spółka komandytowa (limited liability company, limited partnership) with their registered office in Katowice, 40-203, al. Roździeńskiego 188c, registered by the District Court Katowice-Wschód in Katowice, the 8th Economic Division of the National Court Register under the number KRS 000411505, further referred to as “Elamed Media Group”, also through the dlaspecjalistow.pl website.

DICTIONARY OF TERMS

Terms provided below and used further in the Terms and Conditions shall have the following meaning:

Product – a magazine, magazine subscription, a book, a CD, a DVD, training and all other products offered by Elamed Media Group both in physical and digital form.

Physical product – a product subject to physical shipment via mail or courier, in particular: subscription or a copy of a paper magazine, a book on paper or on CD, DVD movies, subscription of a cycle of DVDs or a set of books.

Digital product – content which may be delivered or shared via Internet (including e-mail) or uploaded to an Internet service and in the case of which it is possible to use it on mobile devices connected to the Internet, including a mobile product.

Mobile product – content which may be delivered or shared via the Internet and which can be used only via a dedicated mobile application.

Training – participation of a participant in trainings or workshops organized by Elamed Media Group.

Purchaser – an entity (natural person, legal person, organizational unit without legal personality) paying for an order, specified in the invoice details.

Training participant – a natural person indicated by the purchaser to participate in a training.

Consumer – a natural person performing a legal action with an enterprise, including Elamed Media Group, not related directly with their economic or professional activities.

ORDERS

1. Orders can be placed in one of the following ways:

- via the online store on the dlaspecjalistow.pl website,
- via forms available on websites and Internet services of Elamed Media Group,
- via e-mail: dok@elamed.pl,
- via telephone calling an employee of the Product Sales Department of Elamed Media Group or the Customer Service Department,
- via fax,
- via mail sending the order to the following address: Elamed Sp. z o.o. sp. k., Al. Roździeńskiego 188c, 40-203 Katowice,
- paying the proforma invoice received, in particular including the subscription for another period,
- sending an SMS in accordance with the parameters (number, content, payment amount) provided next to a given product – SMS also constitutes payment for a given order – in cooperation with the SMS payment operator – DotPay S.A.,
- directly.

2. Unless required otherwise by the form of an order, the order shall contain details of the Purchaser, i.e. details for the invoice: name/name and surname, address, telephone and in the case of entities running business activities: Tax Identification Number, name and surname of the person placing the order, shipping address, if different than the invoicing address, details concerning the ordered product, i.e. name of the magazine or title of the book or DVD or the subject and date of the training with names of participants.
3. In the case of failing to provide the issue from which the subscription should be sent, the subscription is sent from the current issue. In the case of orders for the subscription starting with archive issues, orders shall be implemented if archive issues are available.
4. Subscription shall be ordered and purchased for a year during which purchasers who are not consumers shall not have the right to resign from subscription of subsequent issues. The Purchaser being a consumer shall have the right to withdraw from the agreement pursuant to principles described in the Chapter "The right of the Consumer to withdraw from the agreement".
5. If the Purchaser not being a consumer fails to submit a written (also via e-mail) statement about their wish to discontinue their subscription within 14 days from the day of receiving the last issue of the magazine within the ordered ongoing subscription, it shall be considered that the subscription is ordered for another year. The above also applies for further subscription periods.
6. If the Purchaser orders a training, it is possible to resign from participation in the training according to the following principles:
 - up to 30 days before the planned training – free of charge,
 - up to 14 days before the planned training – payment of 50% of costs (subject to the right to withdraw from the agreement pursuant to the principles described in the chapter "The right of the Consumer to withdraw from the agreement" entitled to Consumers).

In the 14 days before the planned training the Purchaser shall not have the right to resign from the training and they shall incur the entire cost of the training, also if the participant does not take part in it (subject to the right to withdraw from the agreement pursuant to the principles described in the chapter "The right of the Consumer to withdraw from the agreement" entitled to Consumers).

Moreover, the Purchaser shall have the right to change the person participating in the training less than 7 days before the training.

Resignation from the training or changing the participant shall require written (also via e-mail) notification sent to the Customer Service Department of Elamed Media Group (subject to the right to withdraw from the agreement pursuant to the principles described in the chapter "The right of the Consumer to withdraw from the agreement" entitled to Consumers).

PRICES AND PRICELISTS

1. Current pricelists, including costs of packaging and shipment, are available on the websites of Elamed Media Group, including the www.dlaspecjalistow.pl website.
2. Purchasing physical products, i.e. sent via shipment (e.g. copies of magazines, books, DVDs), the Purchaser shall incur the flat-rate costs of packaging and shipment in the amount specified in the pricelist.
3. The provided costs of packaging and shipment apply only to national shipments. The costs of packaging and international shipment in Europe shall be twice the costs of the national shipment, and outside of Europe – three times as much as the national shipment.
4. The subscription price shall not increase during active subscription, i.e. subscription which has been paid for. Additionally, in the case of automatic extension of subscription, the Purchaser shall have guaranteed permanent prices for 3 years from the beginning of the subscription.
5. In other cases, the subscription for another year shall be in accordance with the price specified in the pricelist applicable on the day of issuing the invoice/proforma invoice for another year; however, payments for another year shall not be accepted earlier than 3 months before the date of the last issue of the subscription paid for. Earlier payments shall be returned to Customers.

PAYMENT CONDITIONS

1. In the case of orders for which the payment method was determined as “advance payment” or “electronic payment”, payment shall be made to the bank account of Elamed Media Group provided in the offer or on the proforma invoice or to the bank account of the agent of electronic payments or using a card or cash. Invoicing and shipment of the ordered products shall take place after Elamed Media Group receives the payment.
2. In the case of an order for physical products, for which the payment method was determined as “COD”, payment shall be made to the postman or courier upon delivery.
3. In the case of orders for which the payment was established as deferred payment, the order shall be confirmed in writing or electronically by the Purchaser. The payment shall be made based on the VAT invoice sent within the timeframe specified in the invoice and to the bank account indicated in it.
4. In the case of automatic extension, payment for another year of subscription shall be made based on the VAT invoice sent with the last issue of the ongoing subscription.
5. After making an advance payment for the purchased product, shipment shall take place within 3 days from the moment funds are credited on the account of Elamed Media Group, keeping the selected delivery conditions.
6. Payment for participation in a training shall be made as an advance payment within 7 days from the day of the order. In the case of failing to pay for the training before the day of training and the lack of resignation from participation up to 7 days before the training, payment shall be made within 7 days after the training. Lack of payment before the training shall mean that a spot cannot be guaranteed at the training in the case of a large number of participants.

INVOICING

1. VAT invoices shall be issued in accordance with applicable provisions.
2. In the case of subscription extended automatically in compliance with the chapter “Orders” item 5 of these Terms and Conditions, VAT invoices for another year shall be issued as of the day of shipment of the last issue of the ongoing subscription.
3. In the case of failing to pay for participation in a training before the training and the lack of resignation from the training in accordance with the chapter “Orders” item 7 of these Terms and Conditions, VAT invoices for participation in the training shall be issued in accordance with applicable provisions.
4. If there is a need to make changes in the details of the Purchaser included in the invoice, the Purchaser shall issue a corrective note and send it to the address provided in the introduction. After an invoice is issued, it is not possible to change the details on the invoice by replacing the invoice that has already been issued.
5. Elamed Media Group shall issue corrective invoices only in the case of errors in the following elements of sales documents:
 - unit of measure and number of goods sold,
 - tax rate,
 - total net value of goods or services provided,
 - net sales value,
 - gross sales value,
 - total due amount.

DELIVERY

1. Delivery of physical products shall be made to the address provided in the order as the shipping address, except for COD shipments, in the case of which the first product is delivered to the address where the

invoice is sent. In the case of failing to provide the shipping address, it shall be considered that the address provided for invoicing purposes is the shipping address at the same time.

2. Delivery of digital products or codes to download digital products shall be made to the e-mail address or the mobile phone number provided in the Internet service or in writing to the Purchaser's address – depending on the type of the product.
3. Elamed Media Group shall entrust delivery of ordered physical products to a professional courier company or a professional post operator (further referred to as the post operator). Due to the above, Elamed Media Group shall not be liable towards Purchasers not being Consumers for activities and omissions of the post operator, in particular for delays in shipments. In individual and specifically justified cases, Elamed Media Group can consider a complaint concerning failure to receive a shipment due to causes attributable to the operator.
4. Products requiring numerous shipments, i.e. in particular subscription of a magazine shall not be available via courier shipments.

LIABILITY FOR DEFECTS, COMPLAINTS

1. Towards Purchasers being Consumers, Elamed Media Group shall be liable for failing to implement or improper implementation of obligations pursuant to general principles, in particular described in the Civil Code Act and the Act on Consumers' Rights, in particular:
 - Elamed Media Group shall be liable towards the Purchaser being a Consumer, if a product has a physical defect (it is non-compliant with the agreement) or a legal defect.
 - Elamed Media Group shall be liable within warranty claims, if a defect was observed before the expiry of the two-year period from the day of releasing the goods.
 - In such a case the Purchaser being a Consumer can submit a statement about reduction of the price or a declaration concerning withdrawal from the agreement, unless the Seller immediately and without excessive inconvenience for the Purchaser replaces the defective product with a product free from defects or removes the defect. The Purchaser being a Consumer can request replacement of the product with a product free from defects instead of removal of the defect offered by Elamed Media Group, or instead of replacement of the product, they may request removal of the defect, unless making the product compliant with the agreement in the manner selected by the Purchaser being a Consumer is impossible or would require excessive costs in comparison to the manner offered by Elamed Media Group.
 - Products being the subject of complaint shall be sent with information about the cause of the complaint to the address indicated in item 3 below. Elamed Media Group shall settle the complaint within 14 calendar days from the day of receiving the request from the Purchaser being a Consumer.
 - In the case of justified complaints, if it is not possible to repair or replace the product, Elamed Media Group shall immediately return the price paid for the products with the shipment costs to the Purchaser being a Consumer to the bank account from which the transfer was made or via a money order, or – when the payment for order implementation was made in cash upon delivery – to the bank account provided by the Purchaser being a Consumer in the correspondence. The costs incurred by the Purchaser being a Consumer related to sending back the product being the subject of complaint shall be reimbursed by Elamed Media Group.
2. Towards Purchasers not being Consumers, Elamed Media Group shall accept complains and they shall guarantee replacement of defective products only in the following cases:
 - printing or bookbinding errors,
 - defectiveness of DVD or CD carriers,
 - other product defects attributable to Elamed Media Group.
1. All complaints concerning the purchased products shall be submitted in writing or via e-mail to the following address: Elamed Sp. z o.o. sp. k., Al. Różdzieńskiego 188c, 40-203 Katowice, e-mail: dok@elamed.pl and they shall contain description of the defect, and the product being the subject of complaint.

2. In the case of complaints concerning payments made via SMS through SMS payment operator – DotPay S.A. – complaints can be also submitted in compliance with the complaint procedure included in the terms and conditions of the payment operator: <http://www.dotpay.pl/regulamin-serwisow-sms-premium/>.

THE RIGHT OF THE CONSUMER TO WITHDRAW FROM THE AGREEMENT

1. Pursuant to provisions of the Act dated 30 May 2014 on Consumers' rights (Journal of laws 2014, item 827) further referred to as the Act on Consumers' right, a Consumer who entered into a remote agreement or an agreement outside the premises of the enterprise, can withdraw from the agreement within 14 days without providing a cause and without incurring any costs.
2. The time limit shall run:
 - for an agreement within the execution of which Elamed Media Group releases a product being obliged to transfer its ownership – from the day the product ownership is transferred to the Consumer or a third person determined by them other than the carrier,
 - in the case of an agreement which includes numerous products which are delivered separately, in batches or in parts – from the day ownership of the last product, batch or part is transferred to the Consumer,
 - in the case of an agreement involving regular delivery of goods for a defined period of time – from the day ownership of the first product is transferred to the Consumer,
 - for other agreements – from the day of entering into the agreement.
1. In order to take advantage of the right to withdraw from the agreement, the Consumer shall submit a declaration about withdrawing from the agreement to the following address: Elamed Sp. z o.o. sp. k., Al. Różdzieńskiego 188c, 40-203 Katowice, e-mail: dok@elamed.pl. Such a declaration can be submitted using a form, the template of which is attached to the Terms and Conditions; however, using the form is not obligatory. Elamed Media Group shall immediately confirm the receipt of the declaration to withdraw from the agreement via e-mail (provided upon signing the agreement and another e-mail address, if provided in the submitted declaration). In order to keep the term to withdraw from the agreement, it is sufficient to send the declaration before the expiry of the term to withdraw from the agreement.
2. Elamed Media Group shall immediately, not later than within 14 days from the day of receiving the declaration of the Consumer about their withdrawal from the agreement, return all payments made by them, including the costs of delivery of the products. However, if the Consumer selected a shipping method other than the cheapest ordinary method of delivery offered by Elamed Media Group, Elamed Media Group shall not be obliged to reimburse the additional costs incurred by them to the Consumer. Elamed Media Group shall return the payment using the same payment method used by the Consumer, unless the Consumer gave consent to another payment method which shall not result in any costs.
3. The Consumer shall immediately return the product to Elamed Media Group, however not later than within 14 days from the day of withdrawing from the agreement, unless Elamed Media Group suggested that they will collect the product from the Consumer themselves. To keep the term, it is sufficient to send the product before the expiry of the term. Elamed Media Group may withhold returning the payments received from the Consumer until the Consumer returns the product or sends confirmation of its shipment.
4. The Consumer shall only incur direct costs of returning the product.
5. If the Consumer takes advantage of the right to withdraw from the agreement, after requesting commencement of the provision of a service before the expiry of the term to withdraw from the agreement, the Consumer shall pay for services provided before their withdrawal from the agreement.
6. The Consumer shall be liable for decreasing the product value resulting from the use of the product in a way exceeding the way needed to establish the nature, features and functioning of the product.
7. The Consumer shall not incur the costs of delivery of digital content which is not saved on a material carrier if:
 - the Consumer did not give consent to the provision of a service before the expiry of the term to withdraw from the agreement,
 - the Consumer has not been informed about the loss of the right to withdraw from the agreement entitled to them upon giving such consent,
 - Elamed Media Group failed to provide the Consumer with the agreement or confirmation of its conclusion.

8. Upon withdrawing from a remote agreement or an agreement entered into outside the premises of the enterprise by the Consumer, additional agreements related to the agreement entered into by the Consumer shall expire, if based on them services are provided by Elamed Media Group or a third party based on their agreement with Elamed Media Group. If the additional agreement was entered into with a third party, Elamed Media Group shall inform the party about the Consumer's withdrawal from the agreement. The Consumer shall not incur any costs related to the expiry of these agreements.
9. The right to withdraw from an agreement entered into outside the premises of the enterprise or a remote agreement shall not apply to Consumers regarding agreements:
 - for provision of services if Elamed Media Group provided a service in full upon clear consent of the Consumer, who was informed before commencement of the provision that after completion of the service by Elamed Media Group, they shall lose their right to withdraw from the agreement; in the case of ordering a service via the website, the information will be provided on the website, and in the case of placing an order via telephone, the Consumer shall be informed about it during the telephone conversation;
 - within which the subject of the service is not a prefabricated product, but a product produced according to the Consumer's specification or used to fulfill their individual needs;
 - within which the subject of the service is a product subject to quick deterioration or with a short shelf life;
 - within which the subject of the service is a product delivered in a sealed packaging, which cannot be returned after opening the packaging due to health protection or for hygienic reasons, if the packaging was opened after delivery;
 - within which the subject of the service is a product which after delivery due to its nature is inseparably connected to other items;
 - within which the subject of the service is a sound or visual recording, or a computer program delivered in a sealed packaging, if the packaging was opened after delivery;
 - for delivery of newspapers, periodicals or magazines, except for a subscription agreement;
 - for provision of services in terms of accommodation, other than for residential purposes, transport of items, lease of vehicles, catering, services related to leisure, entertainment, sports or cultural events, if the day or the period of providing the service was specified in the agreement;
 - for delivery of digital content which is not saved on any material carrier, if provision of the service commenced upon clear consent of the Consumer before the expiry of the term to withdraw from the agreement and after the Consumer was informed by Elamed Media Group about their loss of the right to withdraw from the agreement; in the case of ordering a service using the website, the information will be provided on the website, and in the case of placing an order via telephone, the Consumer will be informed about it during the telephone conversation.

INFORMATION ABOUT SIGNIFICANT INTEROPERABILITY AND FUNCTIONALITY OF DIGITAL CONTENT AND MEASURES FOR ITS PROTECTION

1. If a CD digital carrier was purchased, to open it the Consumer needs computer hardware equipped with a CD, DVD or Blu-ray player and a program to open PDF files, e.g. Adobe Reader (if the carrier contains data in this format) or a program to play movies with a MPEG2 codec (if the carrier contains a movie), e.g. Windows Media Player. Movies can be also watched using DVD players.
2. If a DVD or Blu-Ray digital carrier was purchased, to open it the Consumer needs computer hardware equipped with a DVD or Blu-ray player and a program to open PDF files, e.g. Adobe Reader (if the carrier contains data in this format) or a program to play movies with a MPEG2 codec (if the carrier contains a movie), e.g. Windows Media Player. Movies can be also watched using DVD players.
3. If a Blu-ray digital carrier was purchased, to open it the Consumer needs computer hardware equipped with a Blu-ray player and a program to open PDF files, e.g. Adobe Reader (if the carrier contains data in this format) or a program to play movies with a MPEG2 codec (if the carrier contains a movie), e.g. Windows Media Player. Movies can be also watched using Blu-ray players.
4. If a digital copy was purchased in the PDF format, the Consumer shall have electronic equipment allowing the file in this format to be open.

5. If a mobile product was purchased, to open it the Consumer needs a mobile device with active access to the Internet and at least 1 GB of memory allowing the application to be downloaded and used; the application contains editions in the mobile version. In the iOS system the application can be downloaded to a mobile device using AppStore, while in the Android system – using Google Play.

FINAL PROVISIONS

1. These Terms and Conditions shall enter into force on 06.07.2017 and they shall apply to agreements entered into starting from that date.
2. Provisions of these Terms and Conditions shall bind Consumers only in the scope resulting from separate provisions, in particular art. 384 and the following articles of the Civil Code and the Act dated 30 May 2014 on Consumers' rights (Journal of laws 2014, item 827).
3. The Consumer can use the possibility to settle disputes concerning their obligations arising from the agreement entered into via the online store using the ODR platform available at <http://ec.europa.eu/consumers/odr/> outside the court. Settlement of disputes shall take place according to principles specified in *EU Regulation no. 524/2013 on the Internet system to settle Consumers' disputed and amending regulation (EC) no. 2006/2004 the directive 2009/22/EC* (regulation on ODR in Consumers' disputes). The above shall not deprive the Consumer of the right to claim damages before the common court.

4. Kontakt

1. Address: Elamed Spółka z ograniczoną odpowiedzialnością sp. k., al. Roździeńskiego 188c, 40-203 Katowice.
2. Customer Service Department of the Service Provider is available every day from Monday to Friday from 8:00 to 18:00 (apart from bank holidays).

Dane kontaktowe:

- tel. 32 788 51 28
- e-mail: dok@elamed.pl

Attachment no. 1

Template of the form to withdraw from the agreement

(the form shall be completed and sent only in the case if you wish to withdraw from the agreement)

.....
Name and surname of the Consumer(s)

.....

.....
Address of the Consumer(s)

.....

E-mail address, telephone number

.....

Date

ELAMED Spółka z ograniczoną odpowiedzialnością
Spółka komandytowa
40-203 Katowice
al. Roździeńskiego 188c

Hereby I/we inform you about my/our withdrawal from the agreement concerning:
sales of the following products:

.....

provision of the following services:

.....

dated /date of receipt:

The holder and the number of the bank account for the funds to be returned (if different than the bank
account from which the payment was made):

.....

.....
Signature of the Consumer(s)
(only if the form is sent in paper form)