

## **General Terms and Conditions of Contracts (GTCC) of ELAMED Spółka z ograniczoną odpowiedzialnością Spółka Komandytowa**

### **§ 1. General provisions**

1. ELAMED Spółka z ograniczoną odpowiedzialnością Spółka Komandytowa, registered in KRS under the number 0000411505 with the head office in Katowice al. Roździeńskiego 188c, hereinafter referred to as The Publisher is as stated a publisher of specialist periodicals and books.
2. These General Terms and Conditions of Contracts, hereinafter referred to as GTCC, apply to all contracts for the provision of promotional and advertising services, including contracts for the publication of advertisements and other content, such as banners or articles (hereinafter referred to as advertisements), including in periodicals, on websites, portals and vortals, sponsorship packages, stands and other services at conferences, trainings, webinars and other events, concluded by the Publisher with natural or legal persons, or other organizational entities, hereinafter referred to as the Ordering Party.
3. If the Price Lists and/or the Offer submitted by the Publisher to the Ordering Party or the contract concluded in writing or in document form contain provisions different from the provisions of these GTCC, the provisions contained in the Price Lists and/or the Offer or contract shall apply first, and these GTCC shall apply in matters not regulated.
4. The following General Terms and Conditions of Contracts shall be deemed to have been accepted by the other party at the time of placing the Order.
5. These General Terms and Conditions of Contracts together with the Price Lists, Offer and Order, if it corresponds to the conditions specified in § 2 of the GTCC, and the Agreement, if concluded, constitute the content of the legal relationship connecting the parties.
6. Any communication between the parties, unless a specific form (written, fax, e-mail) is otherwise indicated, may be made by any means, including means of direct distance communication (telephone).

### **§ 2. Orders**

1. The order for the provision of promotional and advertising services, including the publication of an advertisement (the Order), is the acceptance of the Publisher's offer and is tantamount to concluding a contract under the conditions specified in these GTCC.
2. The order should be submitted by the Ordering Party in writing, by fax or by e-mail in accordance with the model set out in Annex 1 to these GTCC. If you place the Order in a form other than the above one, it should contain at least:
  - a statement submitted by the Ordering Party of acting in full knowledge of the GTCC,
  - the identification data of the Ordering Party necessary for issuing the invoice,
  - the specification of the ordered service, including the publication in a periodical,

- the specification of the periodical and the issue in which an advertisement is to be published - taking into account § 4 of the GTCC
  - the number and size of the services and advertisements ordered and their value determined on the basis of the Price List/Offer, taking into account the arrangements agreed with the marketing department of a given periodical,
  - the signature and stamp of the Ordering Party.
3. The order may relate to the publication of one or more advertisements (including the Advertising Cycle), in one or more locations, periodicals, in issues indicated by the Ordering Party or not specified. If the issues in which the advertisement is to be published are not specified, the selection of the issues in which the advertisement will be placed will be made after the agreement of the Publisher with the Ordering Party.
  4. If the content of the Order placed by the Ordering Party contains a provision contrary to the GTCC, Price List or Offer, it shall apply to the Publisher only if they accept its terms in writing. Otherwise, the relevant provision of the GTCC, Offer or Price Lists shall apply in place of that provision.
  5. The Publisher may confirm in writing, by fax or e-mail the acceptance of the Order. In the confirmation, the Publisher may reserve a change or a supplement to the Order that does not substantially change its content. In such a case, the parties shall be bound by the Order in its content modified or supplemented by the Publisher, unless the Ordering Party has promptly objected in writing, by fax or e-mail to the introduced change or addition.
  6. The date of the conclusion of the contract shall be deemed to be the date of submitting the Order or the date of the confirmation of accepting the Order in the case specified in point 5.
  7. The Ordering Party is obliged to submit materials for advertising, whose detailed parameters are determined by Annex 2 (Technical Parameters), within the period specified in the Offer/Price List.
  8. All materials submitted by the Ordering Party for publication, whether paid or free of charge, will not infringe copyright or other protected rights – including the personal rights of third parties, and the Ordering Party is fully responsible for the consequences of their publication. The submission of materials for publication is tantamount to granting a license to use copyright in all fields of exploitation required for publication, including the dissemination of the materials; the license granted for the publication of the materials includes the right of the Publisher to use the materials submitted for publication for the purpose of granting further licenses for the purposes of media monitoring services.
  9. After preparing a draft advertisement, the Publisher submits it by fax or e-mail to the Ordering Party for acceptance. The Ordering Party is obliged to accept or object the draft within the time limit set by the Publisher. When no objections have been made by the Ordering Party, the Publisher deems the proposed draft project as accepted and forwards the advertising material to print.

### **§ 3. Pricelist and prices**

1. For the publication of advertisements in periodicals: the prices of advertising are included in the Price Lists applicable separately for each magazine; the price for

advertising includes the delivery of 1 copy of the magazine in which the advertisement is placed.

2. The Price Lists are valid for the issues of magazines specified therein, or until the date indicated on them or until the date of issue of the new Price List.
3. All prices listed in the Price Lists are net prices (excluding VAT), unless expressly stated otherwise.
4. The current Price Lists are always available at the Publisher's premises or on the website [www.elamed.pl](http://www.elamed.pl).

#### **§ 4. Deadlines and publication dates**

1. The dates of publication of advertisements in the periodicals are dependent on the publishing cycle of a given periodical.
2. For advertisements published in the periodicals, Offers and/or Price Lists specify the deadline for placing orders for advertisements for individual issues of a given magazine. If the Order is placed after the deadline specified in the Price List and/or Offer, the Publisher is entitled to publish the advertisement in the next issue of the magazine. The Publisher shall inform the Ordering Party in writing, by fax or e-mail, who, immediately after obtaining such information, can object, in writing, by fax or e-mail, to placing the advertisement in another issue and cancel the Order.
3. Except for the case referred to above, the Publisher reserves the right to cancel or change the agreed date of publishing the advertisement exceptionally, in justified circumstances, even after the Order has been placed by the Ordering Party and confirmed by the Publisher, in particular as a result of force majeure and other exceptional circumstances beyond the control of the Publisher. In the event of a change in the date of publication, the new publication date must be accepted by the Ordering Party.

#### **§ 5. Invoicing and payment**

1. If the Price List and/or the Offer or the contract do not state otherwise, the payment for the provision of services, including the publication of the advertisement, shall be made on the basis of a VAT invoice issued by the Publisher, within the period indicated on the invoice, which normally is 14 days from the date of issuing the invoice.
2. Invoices shall be issued within 7 days from the date of publication of the advertisement, which shall be specified on the invoice as the date of sale, subject to point 3.
3. Invoices are issued before the publication of advertisement only if a prepayment is received for the amount of the advance received within 7 days of its transfer to the account. In this case, the date of sale is the date of receiving the advance payment.
4. The date of payment shall be deemed to be the date of crediting the amount due in full to the Publisher's bank account or cash deposit at the counter.

## **§ 6. Copyright**

1. The Publisher is the sole owner of the copyright to the advertisement design they have created. Without the Publisher's consent, it cannot be reproduced or used in other ways.
2. By a separate agreement, the Publisher may allow the Ordering Party to use the advertisement design in a way specified in such an agreement.

## **§ 7. Termination and withdrawing from contracts**

1. For contracts for the publication of advertisement, within 1 working day from the date of placing the Order, but no later than on the last day of placing orders, specified in the Offer/Price List, both the Publisher and the Ordering Party may submit a declaration of withdrawing from the contract without giving any reason. Such a declaration, to be valid, shall be submitted in writing or sent by fax or e-mail. In this case, the parties are not entitled to any claim.
2. When the Ordering Party withdraws from the contract for the publication of advertisement at a later date than specified above, however, before the date of submitting the files for advertisement production, they are obliged to pay the Publisher a compensation of 30% of the value of the ordered advertisement. When the Ordering Party withdraws from the contract for the advertisement cycle before the publication of the first advertisement of the cycle, the compensation is 100% of the value of the first advertisement of the cycle, in accordance with the applicable Price List. This does not preclude the Publisher from claiming damages exceeding the compensation value, in particular related to the production of the advertisement for publication.
3. In the case of the Order for the publication of more than one advertisement, including an advertising cycle, both the Ordering Party and the Publisher shall be entitled to terminate such a contract with at least one month's notice. Such a declaration, to be valid, shall be submitted in writing or sent by fax or e-mail. In the event of termination by the Ordering Party, they are obliged to pay the Publisher an additional contractual penalty in the amount of the difference between the price for advertisements already published and the regular prices that apply to the publication of a single advertisement.
4. The Publisher is entitled to refrain from publishing further advertisements or providing services to the Ordering Party, as well as to withdraw from the contract, in the absence of timely payment for previously published advertisements or services already performed. In this case, the Ordering Party is obliged to pay the Publisher an additional contractual penalty in the amount of the difference between the price for advertisements already published and the regular prices that apply to the publication of a single advertisement.
5. In the event that the Ordering Party has not performed the actions enabling the Publisher to carry out the contract, in particular by failing to provide materials enabling the production of the advertisement, the Publisher is exempt from the obligation to fulfil the contract and is entitled to demand a contractual penalty of 50% of the value of the contract.
6. Notwithstanding the provisions of the preceding paragraphs, the Ordering Party who is a consumer or a natural person concluding a contract directly related to their economic

activity, where it is apparent from the content of that contract that it does not have for that person a professional character, resulting in particular from the object of their economic activity, made available under the provisions on the Central Register and Information on Economic Activity, to which the rules on consumers apply, may withdraw from the contract in accordance with the terms and conditions set out in Annex 3 to these GTCC.

## **§ 8. Complaints and liability**

1. All complaints and comments should be submitted to the Publisher no later than one month after the month in which the advertisement was to be published or the service was to be performed, but at the latest by the 14th day from the date of receiving a copy of the magazine in which the advertisement was published, under pain of losing the right to report or to quote any objections to the published advertisement.
2. The Publisher shall be responsible for the quality of the publication only if the materials submitted by the Ordering Party meet the technical parameters set out in Annex 2.
3. The Ordering Party acknowledges that the quality of advertisement depends on the quality of the materials provided by the Ordering Party.
4. Accepting the advertisement design by the Ordering Party in accordance with § 2 point 8 of the GTCC excludes the right to claims regarding the published advertisement.
5. In particular, the Ordering Party has no right to claim of the published advertisement in the event of failure to attach to the finished advertisement material a digital or analogue proof in accordance with the requirements set out in Annex 2.
6. The upper limit of the Publisher's liability is the value of the advertisement specified in the Order. This limitation does not apply to cases where damage has been caused intentionally.

## **§ 9. Final provisions**

1. Any disagreement that may arise between the parties shall, where possible, be settled out of court.
2. The court competent for resolving disputes is the court with territorial jurisdiction over the Publisher's registered office.
3. In the event of the invalidity of any of the points contained in the General Terms and Conditions of Contracts, the remaining ones shall remain in full force and effect.
4. The Publisher reserves the right to make changes to the General Terms and Conditions of Contracts. Amendments to the provisions shall begin to bind the other party as soon as they have been communicated in the manner customary between the parties in their business relations.
5. The current GTCC are always available in the Publisher's office and on the public website [www.elamed.pl](http://www.elamed.pl), in the Downloads section.
6. The provisions of the GTCC do not bind consumers or a natural persons concluding a contract directly related to their economic activity, where it is apparent from the content of that contract that it does not have for that person a professional character, resulting in

particular from the object of their economic activity, made available under the provisions on the Central Register and Information on Economic Activity, to which some rules on consumers apply – in the scope where the rights and obligations of these persons are regulated by separate provisions, in particular Article 384 and subsequent of the Civil Code and the Act of 30 May 2014 on consumer rights (Journal of Laws 2020.287 as amended).



## Annex 1 – The model contract



ELAMED Sp. z o.o. Sp.k.  
Al. Roździeńskiego 188c 40-203 Katowice  
NIP: 954-257-33-00  
KRS: 0000411505

### ZAMÓWIENIE ...../.....

Przedstawiciel ELAMED:

.....  
tel.: .....  
e-mail: .....

Data: .....

Przedstawiciel zamawiającego: ....., stanowisko: .....

<p><b>Dane do faktury:</b></p> <p>.....</p> <p><b>NIP:</b></p> <p>.....</p>	<p><b>Adres do wysłania faktury:</b></p> <p>.....</p> <p>.....</p> <p>.....</p>	<p><b>Adres korespondencyjny:</b></p> <p>.....</p> <p>.....</p> <p>.....</p>
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rodzaj reklamy	ilość	cena netto	rabat	kwota rabatu	wartość netto	stawka VAT	wartość brutto
<b>Reklama:</b>							
.....							
Orientacja: .....			.....%				
Typ reklamy: .....							
Uwagi / inne informacje: .....							
Platność: .....							
<b>Razem:</b>							

Łącznie do zapłaty: ..... zł brutto

**Konto: PKO BP SA I o/Katowice 35 1020 2313 0000 3302 0133 8490**

**Uwagi:**

Zamawiający oświadcza, że treść materiału promocyjnego nie stanowi naruszenia obowiązujących przepisów prawa ani dóbr prawem chronionych osób trzecich ponosi w tym zakresie pełną odpowiedzialność za skutki jej zamieszczenia zgodnie z tym zobowiązaniem. Za odstąpienie od umowy po terminie składania zamówień, jednak przed oddaniem plików do składu Zamawiający zobowiązany jest do zapłaty odstępnego w wysokości min. 30% wartości reklamy. Zamawiający przyznaje do wiadoomości i akceptuje, że nie jest upoważniony do uzyskania danych osób, których przekazano treści oraz że z uwagi na przedmiot zamówienia potwierdzenie przez Elamed wykonania usługi następuje wyłącznie w formie odczytania. Zamawiający wyraża zgodę na wykonanie usługi przed upływem terminu do odbiorzenia od umowy i w związku z tym straci prawo do odstąpienia. Zamawiający wyraża zgodę w zamówieniu wskazano jako sposób zapłaty przelewem, wówczas wskazano w zamówieniu kwota rabatu obejmuje dodatkowy 5% rabat za przedpłatę, który obowiązuje do dnia poprzedzającego emisję reklamy. Za dzień zapłaty uznaje się dzień zaksięgowania wpłaty na rachunku bankowym Elamedu. W wypadku zapłaty po upływie tego terminu rabat na wystawiane fakturze zostanie pomniejszony o 5%.

Zamawiający oświadcza, iż zapoznał się z Ogólnymi Warunkami Umów i je akceptuje.  
Aktualna treść Umów dostępna jest na stronie internetowej [www.elamed.pl](http://www.elamed.pl) w zakładce "PKO do pobrania"

plikie i formularze należy wypełniać w języku polskim drukarnie

## Annex 2 – Technical parameters of advertisements in periodicals

Type of advertisement	Size/description
1 page	204 x 290 mm + 4 mm bleed
1 page advertorial	4000 characters including spaces
1/2 page (vertical/horizontal)	vertical: 84 x 244 mm, horizontal: 172 x 120 mm
1/3 page (vertical/horizontal)	vertical: 54 x 244 mm, horizontal: 172 x 78 mm
1/4 page (vertical/horizontal)	vertical: 84 x 120 mm, horizontal: 172 x 58 mm
II cover	204 x 290 mm + 4 mm bleed
III cover	204 x 290 mm + 4 mm bleed
IV cover	204 x 290 mm + 4 mm bleed
page no. 3	204 x 290 mm + 4 mm bleed
page no. 5	204 x 290 mm + 4 mm bleed
technical presentation	technical description including the name of the product and its use – max. 600 characters + 4 x 5 cm photo at 300 dpi
insert	

### Note!

A minimal distance between texts or graphics and the trim line (margin) should be 10 mm (for full-page advertisements).

### Example

For a magazine of the size of 204 x 290 mm + 4 mm bleed, the size of a full-page advertisement is 212 x 298 mm. The area in which texts and graphics should be included is 184 x 270 mm.

### File formats

The Graphic Design Studio (the studio) works on PCs. Finished advertisements are accepted in digital form, created using InDesign, Illustrator, Photoshop, CorelDraw or other software, and then saved in a pdf file for printing (up to version 1.4).

### Notes

- Bitmap images (i.e. photos) should have the minimal resolution of 300 dpi at the required size and CMYK mode.
- All colours must be defined in the CMYK standard (not in RGB, Lab, Pantone or others). The studio cannot take responsibility for the inconsistency of logotype colours not defined in the CMYK standard.
- Pdf files should contain only CMYK images.
- Along with an electronic file a colour proof must be delivered, which enables correct colour printing. The proof can be produced by the studio – thus an amount of 100 PLN will be added to the invoice. If the advertiser opts out of a colour proof, Elamed



Media Group cannot take responsibility for colour inconsistencies which can occur during printing in such a case.

- All texts should be converted to curves or all used fonts should be embedded. Otherwise the studio cannot guarantee the compatibility of the used fonts with the printer fonts.

### **Materials submitted to the Graphic Design Studio of Elamed Media Group in order to produce advertisements**

- **Text** – Word files (.doc).
- **Images** – resolution of min. **300 dpi**, sharp. File format: **jpg, tif**.
- **Logotype** – file format: **tif, eps, jpg, pdf, cdr, ai** (CMYK mode), resolution of min. **300 dpi** at actual size.

The Graphic Design Studio creates an advertisement design which is approved by the advertiser. The design can be submitted for approval by e-mail (pdf).

The owner of the advertisement design prepared by the Graphic Design Studio is Elamed Media Group. The advertisement cannot be reproduced without their consent. It is possible to repurchase the copyright to the design for using it in other publications.

### **Technical parameters of advertisements published on websites**

#### **Websites**

<https://dlaszpitali.pl/reklama/>  
<https://vetkompleksowo.pl/reklama-na-www/>  
<https://ratownicy24.pl/reklama-na-www/>  
<https://dentalmaster.pl/reklama-na-www/>  
<https://dlaprodukcji.pl/reklama-na-www/>  
<https://behapowcy.com/reklama-na-www/>  
<https://autostrady.elamed.pl/reklama-na-www>  
<https://mosty.elamed.pl/reklama-na-www>  
<https://magazynkruszywa.pl/reklama-na-www>  
<https://promotor.elamed.pl/reklama-na-www>  
<https://cukiernictwoipiekarnstwo.pl/reklama-na-www>  
<https://laboratorium.elamed.pl/reklama-na-www>  
<https://technik.elamed.pl/reklama-na-www>  
<https://ortodoncjawpraktyce.pl/reklama-na-www>  
<https://asystadentystyczna.pl/reklama-na-www>  
<https://stal.elamed.pl/reklama-na-www>  
<https://wakcji.elamed.pl/reklama-na-www>  
<https://wetwterenie.elamed.pl/reklama-na-www>  
<https://rehabilitacja.elamed.pl/reklama-na-www>

#### **Editorial newsletters**

Advertisement module 650 x 180 px.

Advertisement module 650 x 90 px.

### **Commercial newsletters**

Information from a client:

- mailing subject
- message sender
- date and time of mailing

General guidelines for preparing mailing:

- A template should be coded in HTML in the form of an index.html file zipped in a \*.zip file together with images.
- It should not include JavaScript scripts and external styles.
- Remember to include a preheader – a module with a link to view a template in a web browser.
- The creation should contain more text than images.
- The optimal width of the creation is 600 px.
- The whole framework of a mail template should be embedded in a table.
- The size of the creation should be up to 400 kb.
- Use the UTF-8 character coding of a message.
- Use alternative texts for graphics.
- Use the so called web safe fonts – so that texts are displayed correctly in mailing creations viewed by mail recipients. Web safe fonts include: Times New Roman, Arial, Helvetica, Tahoma, Verdana, Georgia, among others.
- Include company contact details in the mailing footnote (address, taxpayer identification number, National Business Registry Number, contact information)

Detailed specification for preparing a code for the GetResponse system:

<https://www.getresponse.pl/baza-wiedzy/poradniki/specyfikacja-tworzenia-wiadomosciemail-w-formacie-html>

### **Annex 3 – The right of the Consumer to withdraw from a contract**

1. Pursuant to the provisions of the Act of 30 May 2014 on consumer rights (Journal of Laws 2014, item 827), further referred to as the Act on consumer rights, a Consumer who entered into a distance contract or a contract outside the premises of the Publisher, can withdraw from the contract within 14 days without giving any reason and without incurring any costs.
2. The time-limit for withdrawing from the contract shall start:
  - for a contract within the execution of which Elamed Media Group delivers a product, being obliged to transfer its ownership – from the day the product ownership is taken by the Consumer or a third person indicated by them other than the carrier,
  - in the case of a contract including numerous products which are delivered separately, in batches or in parts – from the day the ownership of the last product, batch or part is taken by the Consumer,
  - in the case of a contract involving regular delivery of goods for a defined period of time – from the day the ownership of the first product is taken by the Consumer,
  - for other contracts, including the provision of promotional and advertising services, the publication of advertisements, including several advertisements or an advertisement cycle – from the day of entering into the contract.
3. In order to exercise the right to withdraw from the contract, the Consumer shall submit a declaration on withdrawing from the contract to the following address: Elamed Sp. z o.o. sp. k., Al. Roździeńskiego 188c, 40-203 Katowice, e-mail: dok@elamed.pl. Such a declaration can be submitted using a form, the model of which is included in Annex 4, however, using the form is not obligatory. Elamed Media Group shall immediately confirm the receipt of the declaration on withdrawing from the contract by e-mail (provided upon signing the contract and another e-mail address, if provided in the submitted declaration). In order to keep the time-limit to withdraw from the contract, it is sufficient to send the declaration before the expiry of the time-limit to withdraw from the contract.
4. Elamed Media Group shall immediately, not later than within 14 days from the day of receiving the declaration of the Consumer on their withdrawal from the contract, return all payments made by them, including the costs of the 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 Consumer the additional costs incurred by them. Elamed Media Group shall return the payment with the same payment method used by the Consumer, unless the Consumer gave consent to another payment method which shall not result in any costs for them.
5. 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 contract, unless Elamed Media Group suggested that they will collect the product from the Consumer by themselves. To keep the time-limit, it is sufficient to send the product before its expiry. Elamed Media Group may withhold the return of the payment received from the Consumer until the Consumer returns the product or sends the confirmation of its shipment.

6. The Consumer shall only incur the direct costs of returning the product.
7. If the Consumer exercises the right to withdraw from the contract after requesting commencement of the provision of a service before the expiry of the time-limit to withdraw from the contract, the Consumer shall pay for services provided before their withdrawal from the contract. For the publication in a periodical, the date of performing the service is the date on which the files for the production of the advertisement were submitted.
8. 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 ascertain the nature, features and functioning of the product.
9. The Consumer shall not incur the costs of providing digital content which is not supplied on a tangible medium if:
  - the Consumer did not give consent to the provision of the service before the expiry of the time-limit to withdraw from the agreement,
  - the Consumer has not been informed about the loss of the right to withdraw from the contract entitled to them upon giving such a consent,
  - Elamed Media Group failed to provide the Consumer with the document of the contract or confirmation of its conclusion.
10. Upon withdrawing by the Consumer from a distance contract or a contract concluded outside the premises of the Publisher, additional contract related to the contract entered into by the Consumer shall expire, if services based on them are provided by Elamed Media Group or a third party, based on their contract with Elamed Media Group. If the additional contract was concluded with a third party, Elamed Media Group shall inform the party about the Consumer's withdrawal from the contract. The Consumer shall not incur any costs related to the expiry of these contracts.
11. In the case of promotional tying, where, in connection with the conclusion of a contract in a certain form, for example for a certain number or value of products, discounts, promotions or giveaways have been granted to the Consumer, all products are covered by a single contract and the withdrawal should apply to the whole transaction. Partial withdrawal from such a contract results in the loss of discounts, promotions and giveaways and the Consumer is obliged to pay a surcharge on regular prices, such as would apply for a transaction not including the product for which they submitted a declaration of withdrawal.
12. The Consumer shall not be entitled to the right to withdraw from a contract entered into outside the premises of the Publisher or a distance contract with regard to the contract:
  - for the provision of services if Elamed Media Group fully provided a service upon clear consent of the Consumer, who was informed before the commencement of the service that after its completion by Elamed Media Group they shall lose their right to withdraw from the contract; in the case of ordering a service via the Publisher's website, this 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 fulfil their individual needs;

- within which the subject of the service is a product which is liable to deteriorate rapidly 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 programme delivered in a sealed packaging, if the packaging was opened after delivery;
- for the delivery of daily newspapers, periodicals or magazines, except for a contract for subscription;
- for the provision of accommodation services, 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 has been specified in the contract;
- for providing digital content which is not supplied on a tangible medium if provision of the service commenced upon clear consent of the Consumer before the expiry of the time-limit to withdraw from the contract 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 the service via the Publisher's website, this 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.

#### **Annex 4 – The model of the form to withdraw from a contract**

(the form should be completed and returned only if you wish to withdraw from the contract)

I hereby inform you of my withdrawal from:

- the contract for the sale of the following products (\*)
- the contract for the supply of the following products (\*)
- the contract for the work consisting in the provision of the following products (\*)
- the contract for the provision of the following service (\*)

.....

Date of concluding the contract/receipt: .....

Consumer name: .....

Consumer address: .....

Date: .....

.....

Signature of the Consumer  
(only if the form is returned in paper form)

(\*) Delete as appropriate