

# 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](http://dlaspecjalistow.pl) website.

## Dictionary of terms

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

**Product or item** – a magazine, magazine subscription, a book, a CD, a DVD, training – including webinars, conferences and other events of this type, hereinafter collectively referred to as training, and all other products, items and goods 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 a training, conference, workshop or webinar 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. Whereby, the provisions concerning the consumer, including the right to withdrawal, contained in these Terms and Conditions shall apply to 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 a professional character for that person arising in particular from the object of their economic activity, made available under the provisions on the Central Register and Information on Economic Activities.

## Orders

1. Orders can be placed in one of the following ways:
  - via the online store on the [dlaspecjalistow.pl](http://dlaspecjalistow.pl) website,
  - via forms available on websites and Internet services of Elamed Media Group,
  - via e-mail: [dok@elamed.pl](mailto: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,
  - 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.dlaspecjalistów.pl](http://www.dlaspecjalistów.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.
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. The providers of online payments in the field of instant money transfers are Blue Media Spółka Akcyjna or PayPro Spółka Akcyjna. 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.
7. Payments for participation in trainings and conferences are not provided by Blue Media and cannot be made by credit cards.

### **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.
  - If a product is not compliant with the contract, the consumer may request its repair or replacement, or bringing it into compliance with the contract.
  - Elamed Media Group can replace a product when the consumer requests repair, or repair a product when the consumer requests replacement, if bringing the goods into compliance with the contract in the manner chosen by the consumer is impossible or would require excessive costs for the company. If repair or replacement is impossible or would require excessive costs for the company, they can refuse to bring the goods into compliance with the contract.
  - The consumer may submit a statement on price reduction or withdrawal from the contract when bringing the goods into compliance with the contract is impossible or requires excessive costs, if Elamed Media Group has not brought the digital content or digital service into compliance with the contract, refused to bring the goods into compliance with the contract, has not brought the goods into compliance with the contract, non-compliance of the goods with the contract persists, although Elamed Media Group has attempted to bring the goods into compliance with the contract, non-compliance of the goods is so significant that it justifies a price reduction or withdrawal from the contract without prior recourse to the protective measures specified above or it is clearly evident from Elamed Media Group's statement or circumstances that the company will not bring

the goods into compliance with the contract within reasonable time or without excessive inconvenience to the consumer. The reduced price must be in such proportion to the contract price as the value of the goods non-compliant with the contract remains to the value of the goods compliant with the contract. Elamed Media Group shall reimburse the consumer the amounts due as a result of exercising the right to reduce the price immediately, no later than within 14 days from the date of receiving the consumer's statement on the price reduction.

- The complained products should be sent back together with information about the reason for the complaint to the address indicated in point 3 below. Elamed Media Group is obliged to consider the complaint within 14 calendar days from the date of receiving the request of the buyer who is a consumer.
  - The consumer cannot withdraw from the contract if the non-compliance of the goods with the contract is irrelevant. The non-compliance of the goods with the contract shall be presumed to be relevant.
  - If the non-compliance with the contract applies only to some of the goods supplied under the contract, the consumer may withdraw from the contract only in respect to those goods, as well as in respect to other goods purchased by the consumer together with the goods non-compliant with the contract, if the consumer cannot be reasonably expected to agree to keep only the goods compliant with the contract.
  - The consumer can withdraw from the contract for the supply of digital content without a tangible medium if Elamed Media Group does not supply the digital content or digital service immediately after the request or within an additional period expressly agreed by the parties, if it is clearly evident from Elamed Media Group's statement or circumstances that the company will not supply digital content or digital service, as well as if the consumer and Elamed Media Group have agreed or the circumstances of the conclusion of the contract clearly indicate that a specific time limit for the supply of the digital content or digital service has been significant for the consumer and Elamed Media Group has not supplied it within that period.
  - In the event of withdrawal from the contract, the consumer shall immediately return the goods to the Elamed Media Group at their expense. The company shall return the price to the consumer immediately, no later than within 14 days from the date of receiving the goods or the proof of their return. The company shall refund the price using the same method of payment as the consumer has used, unless the consumer has expressly agreed to a different method of reimbursement, which does not entail any costs for them. The costs of returning the complained product incurred by the purchaser who is a consumer will 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.
3. 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. Roździeńskiego 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.
4. Elamed Media Group can change digital content or digital service that is not necessary to maintain its compliance with the contract.

### **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.
3. 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. Roździeńskiego 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.
4. 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.
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 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.
6. The Consumer shall only incur direct costs of returning the product.
7. 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.
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 establish the nature, features and functioning of the product.
9. 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.

10. 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.
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 buyer, 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 in a transaction not including the product for which he or she made a declaration of withdrawal.
12. 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 for which the consumer is obliged to pay, 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 fulfil 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.
13. In the event of withdrawal from the contract for the supply of digital content or digital service, the consumer is obliged to stop using that digital content or digital service and sharing it with third parties.

## **Information about significant compatibility, 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 BluRay 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 MPEG4 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 BluRay 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 MPEG4 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 BluRay 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 MPEG4 codec (if the carrier contains a movie), e.g. Windows Media Player. Movies can be also watched using BluRay 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 were developed on 6.07.2017, while the present version has been in force since 1.01.2023 and it applies to agreements concluded from this date.
2. 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.
3. The provisions of these Terms and Conditions do not bind consumers and natural persons concluding a contract directly related to their economic activity, where it is apparent from the content of this agreement that it is not of a professional nature, arising in particular from the object of their economic activity, made available under the provisions on the Central Register and Information on Economic Activities, to which certain consumer regulations apply – within the scope of the rights and obligations of these persons governed by separate provisions, in particular Article 384 and the subsequent ones of the Civil Code and the Act of 30 May 2014 on consumer rights (Journal of Laws 2020.287 as amended).
4. Contact details:
  - Address: Elamed Spółka z ograniczoną odpowiedzialnością sp. k., al. Roździeńskiego 188c, 40-203 Katowice.
  - Customer Service Department is available every day from Monday to Friday from 8:00 to 16:00 (apart from bank holidays).
  - tel. 32 788 51 28
  - e-mail: dok@elamed.pl



**Attachment no. 1**

**Template of the form to withdraw from the contract**

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

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 contract concerning:

sales of the following products:

.....

provision of the following services:

.....

dated ..... /date of receipt: .....

.....

Name and surname of the Consumer(s)

.....

.....

Address of the Consumer(s)

.....

E-mail address, telephone number

.....

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 has been made):

.....

.....

Signature of the Consumer(s)

(only if the form is sent in paper form)