

General Terms and Conditions (valid as of 1 June 2011)

These General Terms and Conditions (hereinafter: GTC) contain the general rights and obligations of Service Provider and Advertisers with regard to the legal relationships under contracts for the advertising surfaces and television spots signed by the publishers Sanoma Media Budapest Zrt. and Hearst Sanoma Budapest Kft., television broadcaster Sanoma Digital Media Zrt., the websites operated by HáziPatika.com.Kft., those of IQ Press Lapkiadó Kft. and Word Communications Kft. sold by Sanoma Media Budapest Zrt.

I. General Provisions

1. Definitions used in these GTC:

a) Service Provider: an entity in possession of advertising media (advertising surfaces, time slots), with means of publishing an advertisement on those media (e.g. regular or online publisher, television station operator), and who sells advertising surfaces and/or time slots. For the purposes of these GTC, Service Provider means Sanoma Media Budapest Zrt., Hearst Sanoma Budapest Kft., IQ Press Lapkiadó Kft. (1037 Budapest, Lajos u. 74-76., hereinafter referred to as IQ Press), Word Communications Kft. (1053 Budapest, Kecskeméti u. 5)., Sanoma Digital Media Zrt., and HáziPatika.com.Kft. Sanoma Media Budapest Zrt. shall sell its own advertising surfaces directly, and the advertising surfaces and time slots of the Service Providers referred to above as an agent or commission agent under separate agreements and authorizations concluded with those Service Providers. Sanoma Media Budapest Zrt. shall be entitled to make offers concerning the advertising surfaces and advertising times, to accept orders for those, to conclude relevant contracts, to make representations, and to undertake obligations. Sanoma Media Budapest Zrt shall act under the separate commissions of, in the name and on behalf of Hearst-Sanoma, HáziPatika, and IQ Press. As for the publications of Word Communications Kft., Sanoma Media Budapest Zrt contracts in its own name and to the benefit of Word Communications Kft. In case of Sanoma Digital Media Zrt., Sanoma Media Budapest Zrt. (hereinafter: Sanoma) acts as a commission agent and enters into contracts in its own name.

b) Advertiser: the beneficiary of the advertisement, or the contracting partner placing an order for its own benefit with Service Provider, including service providers and agencies acting on the Advertiser's behalf, who place an order for the publication of an advertisement with the Service Provider in their own names and in the interests of the advertiser(s) represented by them;

c) Commercial announcement: any media content, the purpose of which is to promote directly or indirectly the product, service, or image of a natural or legal person, or a business association without legal personality, pursuing business activities. Such contents accompany or are indicated in media contents against payment or similar consideration, or for the purposes of self-promotion. The forms of commercial announcements include, among others, advertisements, the display of the name, trademark, image, or products of the sponsor, teleshopping, and product placement.

d) Advertisement: any kind of display (communication, notification or special display such as tabs, stickers, plastic laminate, etc., hereinafter together referred to as: insert) (hereinafter together referred to as Advertising Space) published for a fee or consideration, with the intention to promote the sales or other utilization of or to produce an effect desired by the Advertiser on a specified or depicted product, service, real estate or intangible asset (hereinafter together referred to as Goods), or with the intention to promote the Advertiser's name, logo, activity or to improve the recognition of the product or indicator for the above purpose.

e) Sponsoring: a contribution made by a natural or legal person or a business association without legal personality for the financing of media content providers or media contents, with the purpose to promote its own name, trademark, image, activity, or products, or those of others (SMTV)

f) Sponsoring: a contribution made by an undertaking – which is not engaged in the provision of audiovisual media services or the creation of programmes and films – for the financing of media content providers or media contents, with the purpose to promote its own name, trademark, image, activity, or products, or those of others (MTTV)

g) Publication:

- (i) printed and electronic books on discs, cassettes, or other physical carriers; online and downloadable books;
- (ii) printed or electronic press products; online and downloadable seasonal publications;
- (iii) other printed materials (address book, name register, publications containing graphics, drawings or photographs, maps; leaflets; printed postcards, greeting cards and other similar cards; printed pictures, samples, photographs; printed calendars; printed business advertising materials, catalogues; brochures; advertising posters and similar materials; other text publications), excluding: printed self-adhesive papers (stickers), post, excise, duty etc. stamps, stamp printed papers, checks, bank notes, shares, valuable articles, bonds, documents and similar materials;
- (iv) products of film, video and television programme production (films intended for publication stored on tapes, video tapes, discs, or other physical carriers; downloadable films, videos)
- (v) sound recordings (sound tapes, discs, downloadable audio contents intended for publication);
- (vi) musical works (printed musical works, musical works in electronic format, downloadable musical works)

h) Medium: the printed Press Products or Publications (publications) published by the Service Provider(s), the television channels operated by Sanoma Digital Media Zrt., the online products (websites) of the Service Provider(s), all on-demand available contents that are made available on any platform, whether or not the respective content is stored permanently on the device of the users of the respective content (e.g. mobile applications of the Service Providers; iPad applications etc., which allow appearance on portable devices).

i) Press Product: individual issues of daily and other periodic papers, internet newspapers and news portals, that are provided as business services, for the contents of which a natural or legal person, or a business association without legal personality bears editorial responsibility, and the primary purpose of which is to provide text and image contents to the public for information, entertainment or educational purposes, in printed form or through an electronic telecommunication network. Editorial responsibility means responsibility for the actual control of selecting and compiling media contents, and does not automatically result in legal liability for the press product;

j) Prize Promotions: prize games appearing in any Medium operated by the Service Provider(s) for a fee;

k) Business Secret: any information, data or document that is disclosed by Service Provider(s) to the Advertiser, with special regard to information related to the Service Provider's operation, finances, discounts policy, activities, clientele; the list of clients, all data related to clients; information disclosed to Service Provider under this contract about the Advertiser's activities and finances;

l) Online advertisement statistics: daily statistics generated by the Adserver for a certain advertisement, broken down by author, place, and Click Through (CT) rate;

m) Special ad: any Online advertisement that differs from those set out in the price list specifications in size, and/or covers up content in the site, interrupts downloading, interferes with ordinary use of the site, or requires a change in the site code;

n) GRTV: Act XLVIII of 2008 on essential conditions of and certain limitations to business advertising;

FTTV: Act XLVII of 2008 on the prohibition of commercial practices that are unfair to consumers

TPTV: Act LVII of 19996 on the prohibition of unfair and restrictive market practices

MTTV: Act CLXXXV of 2010 on media services and mass communication;

SMTV: Act CIV of 2010 on the freedom of the press and the fundamental rules on media content

EKERTV: Act CVIII of 2001 on certain aspects of electronic commerce and information society services

NMHH: National Media and Infocommunications Authority. NMHH shall also include the bodies of the NMHH with individual competences.

o) net-net price : price of the Advertisement including surcharges and reduced by discounts and agency commission.

2. The Advertisement specified in these GTC shall also include Commercial announcements. The provisions applicable to Advertisements shall be also applied to Commercial announcements. Magazine advertisement: any Advertisement published by Service Provider in printed publications; Online advertisement: Advertisements published on online products (websites) operated by Service Provider; Television advertisement: Advertisements published on the television channels operated by the Service Provider, Advertisement appearing on portable devices; such as mobile phones, iPads. Unless provided for otherwise in these GTC, the rules applicable to Online advertisements shall be also applied to Advertisements appearing on portable devices.

3. The Advertisements are published on the advertising surfaces and time slots of the Medium of the Service Provider under individual contracts. These GTC shall apply to and form an integral part of all advertising contracts entered into by the Service Provider under these GTC, unless provided for otherwise in the contract, therefore, by signing the contract, the Advertiser declares that it is familiar with and accepts the terms thereof. If no written contract is signed, these GTC, together with a valid order and confirmation constitute an advertising contract between Sanoma and the Advertiser under these GTC. Issues not covered in these GTC are governed by applicable Hungarian legislation – especially GRTV, FTTV, TPTV, MTTV, SMTV, and EKERTV, NMHH guidelines and resolutions, and the Hungarian Code of Ethics for Advertising.

II. Placing an order

1. Sanoma accepts orders for Advertisements in writing (letter, fax, email) - either on its own order form, or in the format of the Advertiser's choice -, which shall bear the Advertiser's official signature. Unless provided otherwise by Sanoma, the mandatory requirements concerning the contents of orders are specified under this title.

2. The order must specify the name and registered address of the Advertiser, as stated in the Corporate Registry, and must also include the company's tax number, bank account number, the contact person's name and contact details, specify the topic of the advertisement, the product or service to be advertised, the Medium or publication selected for publishing it, the number, date and size of the appearances as agreed in advance.

In case of Television advertisements;

- name, address, phone number, fax number, e-mail address, tax number, and bank account number of the agency placing the order
- name, address, phone number, tax number of the Advertiser
- name, phone number, email address of the agency contact person
- title and period of the campaign in monthly breakdown, and the date and exact time of publishing the ad
- length of the advertisement spot and address of the advertisement
- target group
- ordered GRP quantity (broken down by parts of the day)
- net ordered quantity, netnet ordered quantity, discounts, listed separately, and the base CPP
- - name of the product or service to be advertised
- - name(s) of other product(s) or service also appearing in the advertisement spot
- If a single order is placed for several commercials and/or show sponsorship, the desired broadcast times must be clearly stated for each. If the order involves an advertisement or sponsored film, which has not been broadcast earlier, the fact thereof shall be indicated in the order,
- - any other data and information necessary for Service Provider to be able to promptly deliver the order.

Order deadlines for television advertisements (the month prior publication):

20 January 2011
18 February 2011
18 March 2011
20 April 2011
20 May 2011
20 June 2011
20 July 2011
19 August 2011
20 September 2011
20 October 2011
18 November 2011
16 December 2011

2.1 In case orders placed by agencies, the name, registered seat, and tax number of the advertising client shall also be indicated.

3. When placing the order for the Advertisement, the advertiser shall declare whether the good and/or service to be advertised is in compliance with applicable legislative provisions. Accordingly, the Advertiser is aware of the fact that according to the provisions of GRTV Advertisements relating to products that are subject to mandatory preliminary quality inspection or compliance certification may only be published if the Advertiser declares whether the product to be advertised is subject to mandatory preliminary quality inspection or compliance certification, whether such inspection was performed, whether the product was approved for distribution or declares that the product is not subject to such obligations. Advertiser agrees to make the respective declaration upon placing its Order. Service Provider shall not be obliged to publish the Advertisement until Advertiser meets its obligation to make the above declaration. If Advertiser fails to make the above declaration, it shall be liable to pay a penalty the amount of which shall be equal to the net-net price of the Advertisement.

4. If the Advertiser fails to make available the abovementioned data or declarations in due time, or after the deadline for placing orders, Sanoma shall be entitled to reject the order or to terminate the concluded individual advertising contract with immediate effect. This right of Sanoma shall also be applicable, if the Advertiser provides false data.

5. In case the Advertiser reserved the publishing date and the type of the advertising surface for Magazine advertisements at Service Provider in advance but fails to place its order for the Advertisement before the order deadline in a separate order and/or fails to place its order within 1 working day after a respective notification was sent by the salesperson, the reserved space shall become free and Service Provider shall be entitled to resell it. Service Provider shall be entitled to set individual terms and conditions for individual and seasonal columns. In case the Advertiser reserved the publishing date and the type of the advertising surface for Online advertisements at Service Provider in advance but fails to place its order for the Advertisement at least 1 month before the commencement date of the reserved period in a separate order and/or fails to place its order within 1 working day after a respective notification was sent by the salesperson, the reserved space shall become free and Service Provider shall be entitled to resell it. Service Provider shall be entitled to set individual terms and conditions for individual and seasonal columns.

6. When placing orders for inserts, the Advertiser is required to submit samples of the insert along with the order - in the case of leaflets and catalogues, at least 10 copies, in the case of product samples, at least 40 copies. Advertiser may only place orders for inserts that are in compliance with delivery and service specifications, seasonality and are fit for being delivered and served without damages. By handing over the samples, the Advertiser guarantees that all the inserts intended for publishing are identical with the sample handed over, in every aspect. The Advertiser assumes full liability for any damage and certified extra costs (paper, printing, delivery, storage costs, etc.) resulting from any difference between the samples and the goods delivered for the actual inserts, from failure to provide the

samples or from defective delivery of the inserts. Submission deadline for inserts shall be the delivery deadline indicated on the confirmation of the order.

III. Conclusion of the contracts

1. An individual advertising agreement is concluded if, with all the necessary documents at hand, Sanoma confirms the receipt of an order to the Advertiser within 5 working days, in writing (by courier, letter, mail, fax or e-mail), with identical content to that of the order. The Advertisement may only be published after the contract has been concluded. Individual advertising contracts enter into force on the day of confirmation, with the conditions set out in the letter of confirmation. Advertiser acknowledges that orders confirmed by Sanoma may only be deemed as accepted by Sanoma. If several confirmations are made for the order, the last confirmation by Sanoma shall be applicable for the respective service. Sanoma shall not be liable for unconfirmed orders. Service Provider shall confirm the inserts after receipt of the samples provided for under point II/4.

1.1. Sale of Television advertisements; unless stipulated by the Service Provider otherwise, confirmation shall be made until the 29th day (or, if the month is shorter, than 31 days, at least 3 days prior to the respective month) of the month preceding the month of the publication. The Customer placing the order may make observations concerning the confirmation within two working days; otherwise the order shall be deemed as final and accepted. In case of observations made after the above deadline, the provisions applicable to the modification or cancellation of orders shall be applied.

The Service Provider shall always confirm the quantity of and consideration for Television advertisements. The list of broadcasted spots is forwarded to the Advertiser as an attachment to the invoice. A request for any missing item in itself shall not be considered a confirmation.

3. Orders for Television advertisements shall be accepted by the Service Provider according to these GTC and to the parameters referred to in these GTC. The Service Provider accepts orders for the entire period of the parts of the days as defined by the Service Provider. A shorter interval within a given section, that is a specific timeframe within a section, – or an order differing from the conditions referred to in the GTC – shall be provided by Service Provider only on special agreement.

4. In the case of orders for Online advertisements, the Advertiser is given online access to the Adverticum adserver for a year, in order to be able to follow up the campaign. At special request, the Service Provider shall forward campaign-specific statistics. In case of placing orders for portable advertisements, the Advertiser is granted access only if the campaign is ran in the Adverticum system.

5. In the case of online campaigns, performance is measured on the basis of Adverticum statistics; the Service Provider may only apply different measures in annual framework contracts under special agreement.

6. Advertiser hereby accepts that in print advertising the Service Provider may adapt volume to seasonal demand or an expected change in demand, even if an order has previously been confirmed. Advertiser acknowledges that a $\pm 10\%$ difference in volume between offered and actually printed copies may occur. If the actual volume is 10% lower than originally confirmed, the Advertiser is not entitled to compensation. If the actual volume is 10% higher than originally agreed, the Advertiser may not be charged extra. If the difference between the confirmed volume and actual volume exceeds 10%, the Service Provider undertakes to send an accordingly modified confirmation before the submission deadline.

7. Advertiser agrees that no refund or compensation is available if, due to a change in volume, part of the samples intended for use as insert is left over, or a part of the copies is sold without an insert. If the actual volume is higher than originally confirmed, and the Advertiser has no additional samples available, the Advertiser shall have the right to decide in which area the copies without samples should be distributed. If the actual volume is lower than originally confirmed, and the Advertiser has already delivered the samples, the Advertiser should have the right to decide whether the samples should be inserted into other publications available from the Service Provider at the confirmed price, or the excess amount should be returned. In the latter case the Service Provider shall arrange for return delivery.

8. The Advertiser acknowledges that the Service Provider is subject to data provision obligations under applicable legislation.

IV. Advertisement submissions by the Advertiser

1. For printed publications (Magazine Advertisement), the Advertiser must submit a press-ready copy of the Advertisement together with the order – or, if this is not possible, to the confirmed deadline, but always to the submission deadline the latest –, unless creating the Advertisement is part of the order (see point IV/13). If Advertiser fails to meet its above obligation, it shall be liable to pay a penalty the amount of which shall be equal to the net-net price of the Advertisement. The Service Provider shall deliver the Advertisements in electronic format according to the [Information concerning material submission parameters of advertisements](#) available at the www.sanomamedia.hu under the Media offer main menu in the magazine submenu. The printed version of the latest form of the Advertisement (prepress proof) shall be submitted because without one the Service Provider does not assume responsibility for errors in the design, text and/or colour in print, and will consequently refuse any claim for discount on the grounds of defective delivery. The Advertiser must deliver the products necessary to prepare the inserts to the place and by the time specified in the confirmation. If Advertiser delivers the inserts more than one week before submission deadline, Service Provider shall be entitled to assign the certified extra storage costs to Advertiser.

2. In case of Television advertisements Advertiser shall submit the final cut 5 working days prior to the first broadcast. The video cover of the advertising material must include the following: - name of the product or service to be advertised - name(s) of other product(s) or service also appearing in the Television advertisement - date and exact time of broadcasting the Television advertisement - length of the Television advertisement to be broadcast and the title of the spot - name, registered address and company identification information of the Advertiser (agency and client) - any other data and information necessary for Service Provider to be able to promptly deliver the order.

3. The video cover sheet must also contain, as an attachment, a letter of consent from the owner of the music featured in the spot, indicating the following intellectual property details: - name(s) of the composer(s) of the featured piece(s) - title of featured music - author of featured lyrics - performers of the music - CD publisher's name - publishing date - exact length (min:sec)

4. The detailed [television technical specification](#) shall be available at www.storytv.hu under the Media Offer menu.

5. If a single order is placed for several commercials and/or show sponsorship, the desired broadcast times must be clearly stated for each. If the order is for a previously broadcast commercial or sponsorship, this fact must be indicated by the submission deadline, the latest, bearing in mind that the Service Provider has a policy to keep commercials in store for a maximum of 2 months. The Advertiser shall be responsible for any loss or damage that may occur as a result of a failure to observe the above.

6. If the commercial or sponsorship ad is longer than stated in the order – and this fact is only established when scheduling air time – the Service Provider shall have the right to refuse broadcasting it in order to avoid exceeding the legally established commercial time limit. If the film, despite its length, gets accepted, the Advertiser shall pay for the broadcast fee calculated on basis of the actual length. If the spot is shorter than confirmed, and, despite the Service Provider's such notification, the Advertiser fails to submit an amended order, the originally ordered amount of air time shall be payable.

7. For Online advertisements the Advertiser must submit the finalized advertisement material in line with point VI/3., unless creating the Advertisement is part of the order. The detailed online material submission and technical specification is available in the Contract terms/[Material submission and contract modification terms and conditions](#) document available at www.sanomamedia.hu under the Media Offer main menu in the online submenu.

8. If the Advertiser is late with submissions, or, in the case of inserts, delivery, but due to Service Provider's efforts, the Advertisement is still published in the desired medium, the Service Provider shall have the right to charge late penalty over the price under the advertisement contract, the rate of which shall be 25% of the net-net price of the respective advertisement.

9. Should the Advertiser require a change in content or form after submission or confirmation, the modified press-ready ad or final cut shall be submitted along with the request. A written notification of the change and the new material shall both be submitted to deadline. Advertiser agrees that once a commercial or sponsorship ad has been submitted, it may only be replaced before a certain deadline, and that such a change is always subject to the Service Provider's notification.

10. If the request for change is rejected, the Service Provider shall send a written notification thereof within 2 working days.

11. If a request for change has been made, but the Advertiser fails to produce the new material to submission deadline, Sanoma shall have the right to charge a penalty in accordance with point IV./8. for the delay, regardless of whether the Advertisement is eventually published in its original or modified form, or not published at all. If, according to Service Provider's judgement, the change is not possible, due to the delay, the Service Provider may publish the Advertisement in its original form (including the insert), or, at the Advertiser's explicit, written request, may refrain from publishing it altogether, in which cases the Advertiser shall nevertheless pay the full price of the Advertisement.

12. At the Advertiser's request, the Service Provider offers its free expert opinion on the layout and text (amount and content) in Advertisements intended for printing or online publishing. This obligation does not include the performance of tasks outlined in point IV/13. Service Provider shall not be obliged to examine whether the Advertisement complies with applicable legislative provisions. Service Provider shall exclude all responsibilities concerning the free opinion, and reserves the right to limit the length of the opinion at its own discretion.

13. Advertiser agrees that the amounts indicated in the price list only cover the Advertisement publishing cost, so should Advertiser require assistance with production, modifications or corrections, Service Provider may consider this a separate order, and apply special pricing.

14. If the advertisement, spot or sponsored ad has been created by the Service Provider, a copy of the finished product is only sent back to the Advertiser at special request. If the Advertiser submits recommendations for modification within the submission deadline, the Service Provider will take these into account. If no request for modification is received within the submission deadline, or the Advertiser does not require prior approval of the advertisement, spot or sponsored ad, the Service Provider shall consider the advertisement approved.

15. Advertiser declares and warrants that all of the information submitted is valid, and that the content of the submitted advertising material is not in violation of any rights (*inter alia* intellectual property rights, industrial property, trademarks and personal rights) of a third party, whether natural person, legal entity, or organization with no legal capacity, is in compliance with applicable legislation and the provisions of specialized authorities, and is not against any advertising ban or restriction, including especially the general or special advertising ban or restriction provided for in the GRTV or the FTTV, the provisions of the MTTV and the SMTV, or the decrees, guidelines, or positions of the NMHH. The Advertiser warrants that the ordered advertisement or submitted ad contains all the necessary warnings and notifications required by law or any provision of a specialized authority. Advertiser agrees to assume full liability for the validity, content, statements, visual and auditory representations of the Advertisement, as well as the validity of the message of the Advertisement, and the violation of the abovementioned third party rights.

V. Rejecting Advertisements

1. Advertiser agrees that Advertisements violating legal regulations or the Hungarian Code of Advertising Ethics may not be published. Such Advertisements, as well as Advertisements which, in Sanoma's judgement, fall into any of the following categories, shall be rejected:

(a) contrary to the image or basic principles of the used medium or the Service Provider,

(b) in direct or implicit violation of the Service Provider's advertising market / business interests (e.g. advertising a publication targeted at a similar audience, selling advertising spaces to third parties),

(c) unsuitable because of its size or other technical reason, or

- (d) causing any of the Service Provider's programmes or announcements to appear misleading;
- (e) either formally or informally, deemed unsuitable for publishing by NMHH or another competent authority;
- (f) in violation of any provision under these GTC.

2. Should the samples described in point II/4 fail to arrive for an Advertisement, Sanoma shall have the right to reject the order, or even terminate an individual advertising contract already in force, and in case of violation of any laws, Sanoma shall have the right to terminate the contract with immediate effect, even if the order has previously been confirmed. The Service Provider shall have the right to reject confirmed orders for inserts, if the initial samples submitted to Sanoma in accordance with point II/4 are not identical to those in the full consignment in weight, size or any other aspect. If Sanoma rejects an order for reasons described in this paragraph, it shall not be liable for damages.

3. If the Advertiser disagrees with Sanoma's opinion on whether or not the Advertisement text violates the Hungarian Code of Advertising Ethics, Act XCVI of 2001 on the use of the Hungarian language in advertising, shop labels and certain public announcements, other legislation, NMHH guidelines and resolutions, or rules issued by other competent authorities, and Advertiser insists on the Advertisement being published, Sanoma may turn to the Independent Advertising Committee (Önszabályozó Reklámtestület) for an opinion. If the subject of dispute is a company name, label or indication (including trademarks and geographic indication of origin), Sanoma may require the relevant proof (e.g. trademark registration certificate) to be presented.

4. Special online advertisements may only be published after the Service Provider has performed initial testing of the finalized creative material. This means that, even if a valid and confirmed order is in place, the Service Provider shall have the right to refuse publishing, or require changes.

5. If the Service Provider refuses to broadcast a spot or sponsored ad on the grounds that NMHH or another competent authority has raised a formal or informal objection against it, the Advertiser shall change the Advertisement in accordance with Service Provider's instructions, within 15 days from receiving such a request, at its own cost. In this case, the Service Provider shall not be held responsible for a possible delay.

6. If the contract is terminated with immediate effect for the violation of point IV/15, the Act on Advertising, or the Hungarian Code of Advertising Ethics, but the ground for immediate termination is only discovered after an individual advertising contract has been concluded, the Advertiser shall pay a penalty to Sanoma, the amount of which shall be equal to the full net-net price of the Advertisement. 8. Sanoma shall not be liable for damages in any of the events described in this Chapter.

VI. Publishing, broadcasting the Advertisement

1. Advertiser agrees that Advertisements (including inserted materials) may not use the logo, font or layout of the medium represented by Service Provider, and the Advertisement may not give the impression to the viewers that it was created by the editors of that medium.

2. Advertiser shall compose the text of the Advertisement in accordance with spelling standards issued by the Hungarian Academy of Sciences, the act on the use of the Hungarian language in advertising, shop labels and certain public announcements, GRTV, FTTV, TPTV, and NMHH guidelines and resolutions. (Puns are exceptions, provided that the intention of a word play is evident.) Sanoma shall have the right to adapt the text to Hungarian spelling standards without notifying Advertiser in advance. If according to Sanoma's judgement the text of the Advertisement requires substantive modification – for clarity or other reasons –, such a change shall always be discussed with the Advertiser.

3. The Service Provider shall have the right to pre-test creative material intended for online publishing. Technical and content problems that may arise during testing shall be corrected by the Advertiser before publishing. When testing special Advertisements, the following key criteria shall apply: - cookie (one user shall see the same advertisement only once per day) - close function (close button) - mute function (mute button) - target site (the ad must be clickable, and the target must be an existing site) - may only interfere with the regular functionality of the page for a maximum of 8 seconds - the logo may not be covered - size (max. 50 kbyte)

4. If a promptly submitted Advertisement is not published for reasons beyond the Advertiser's control, the Advertiser shall have the right to agree with the Service Provider on publishing the Advertisement in a different space, at a different time, or – at its discretion – to terminate the contract in writing.
5. If it is known in advance that there will be a change in the program, the Service Provider shall use its best efforts to offer an Advertisement in a same category time slot and in a similar program environment. The Advertiser shall have the right to refuse, without the obligation to pay a penalty, but in this case the Advertiser may not claim any compensation. Should the scheduled time of a sponsored program change, this shall not effect the provisions of the sponsorship contract, however, the Service Provider shall notify the Advertiser of any change in the broadcast time immediately.
6. An unexpected change in broadcast time, or a delay of over 30 minutes may not exempt the Advertiser from its payment obligation.
7. The Service Provider is not liable for any other damages due to changes in the scheduled air time of spots.
8. A delay of less than 30 minutes, which does not affect the program environment, shall be considered neither a change in the program, nor defective performance.
9. The Service Provider shall have the right to change the program at its own discretion, anytime.
10. Sanoma accepts special requests for the place of the advertisement within the publication, commercial break or website depending on the structure of the Medium and the number of requests received. Sanoma and the Service Provider shall agree on such a request, and Sanoma shall inform the Advertiser before entering into a contract. Special placement is subject to a fee. If, despite special agreement, the Advertisement is not published in the agreed place, Sanoma shall not be liable for damages, but may not charge an extra fee. Special placement options are included in the Media Offer.
11. Advertiser agrees that, unless a special placement request has been made, the place of the Advertisement will be determined by the Service Provider. Advertiser also agrees that the visual and textual context of the Advertisement is not subject to any claim. However, the Service Provider guarantees that announcements of the Advertiser's obvious competitors are not going to appear on the same double page in print – with the exception of thematic publications and pages. For television channels, the Service Provider does not offer sectoral exclusivity within commercial breaks.
12. Advertiser agrees that, in the case of general orders for undefined places, the place of inserts may vary by copy, therefore, they might as well be placed next to a competitor's advertisement, in which case Service Provider shall not be entitled to recover any damages.
13. Advertisements for different products or services from the same Advertiser may appear on the same page or commercial break.
14. The order of spots in a commercial break is determined by the Service Provider. The number of other spots between two parts of a duo spot is also determined by the Service Provider.
15. The Service Provider only returns manuscripts, press-ready copies and final cuts submitted by the Advertiser at special request and at the Advertiser's cost. Sanoma preserves the above materials for 2 months after publishing or the last broadcasting. After this time, unless agreed otherwise in writing, the material is destroyed by Sanoma.
16. In accordance with SMTV, GRTV, FTTV, TPVT and the Hungarian Code of Advertising Ethics, sponsored articles may only be published with a clear indication of their commercial nature. In order to make this distinction clear, Sanoma marks sponsored articles with the word "HIRDETÉS" ("ADVERTISEMENT"), sponsored spots/shows with the word "Reklám" ("Commercial"), and sponsored online content with an (x) or any other equivalent markings. If Advertiser provides Service Provider with the sponsored article or material, it shall be obliged to mark the material either as described above or in line with the [Sponsored Appearances](#) regulation available in the Media Offer section at the www.sanomamedia.hu website. Sponsored articles may not conceal their true nature. A sponsored article must contain clear, balanced, valid, objective and sufficiently complete information in order for the consumer to be

able to form their own opinion about the advertised goods. The information may not be misleading in that it may not distort, overemphasise or hide facts.

17. In the case of sponsorship the name of the sponsor and of another undertaking specified by the Sponsor and the requested designation must be published in a manner informing all consumers of Service Provider about the sponsorship. The [Sponsored Appearances](#) regulation available in the Media Offer section of www.sanomamedia.hu shall be applicable mutatis mutandis to the publication and indication of the Sponsorship.

18. The Service Provider marks political announcements with the words “Fizetett politikai hirdetés” (“Sponsored political advertisement”).

VII. Advertising Fees

1. The Service Provider has an individual price list for each Media (Fees, Media Offer), which indicates the prices of advertisements, technical details, the size and price of advertising spaces, and a general discount policy.

2. According to the Media Offer Advertisers can make reservations for one year to get a bulk discount. Bulk reservations may be subject to a payment guarantee. If such a guarantee is provided, the discount becomes applicable to even the first Advertisement. If the Advertiser cancels a part of its reservations for the year, discounts are recalculated on the basis of the actual numbers, which may also mean losing the discount altogether. Discounts are enforceable and may be adapted according to the provisions of the annual framework contract or individual advertising contract. In case of a change, the Advertiser may be required to pay supplementary fees on already paid orders. The same calculation method shall apply if, at the end of the year, Sanoma’s records show that the Advertiser did not publish the agreed number of Advertisements over the year.

3. The Service Provider reserves the right to change its fees during the year, including one-year reservation discounts. In case of a change in advertising fees, Sanoma shall notify the Advertiser of the new pricing policy in writing at least 30 days before its entry into force. Sanoma shall continue to use its previous pricing for individual advertising contracts dated before the notification of the change, regardless of the actual publishing date of the advertisements.

In case of Television advertisements; in case of individual advertising contracts concluded prior to the publication of the changes, the Service Provider shall apply the new prices, with the reservation that the Advertiser shall be entitled to cancel its orders subject to the new and modified prices without any obligation within 9 days after receipt of the notification. Cancellations after the deadline shall be subject to the provisions laid down in the “Cancellation and change” title of these GTC.

4. Sanoma shall offer an opportunity to the Advertiser to make reservations for the next financial year before a set deadline, in which case, provided that the reservation is made in full accordance with chapter II above, the old pricing policy will continue to apply. If the Advertiser does not make full use of the reserved advertising space during the financial year, and the difference exceeds 10% of the reserved amount, the discount will be lost, and Sanoma shall have the right to apply its actual pricing policy.

VIII. Cancellation and change

1. The Advertiser shall have the right to cancel, postpone or modify already ordered Advertisements within the cancellation and modification deadline set by Sanoma indicated in the letter of confirmation (in the case of online Advertisements, 20 working days before the planned appearance, in the case of television Advertisements, 9 days before the first planned broadcast) in writing, without any legal consequence. Advertiser acknowledges that the cancellation and modification deadline is related to the publication and performance date of the Medium containing the Advertisement hence the deadline, depending on the contents of the order, may be a date preceding the date of the confirmation. In this case Advertiser may not cancel or modify the order.

2. The cancellation date shall be the working day on which the cancellation notice reached the Service Provider within working hours.

3. Cancellations and requests for change are only accepted in writing (by fax, registered or electronic mail), and are always acknowledged by Sanoma in writing. The acknowledgment shall be the basis of any possible claim. Unacknowledged cancellations and requests for change, for which the Advertiser has no fax receipt or postal receipt, shall be considered as not accepted, in which case the Advertiser shall bear possible damages.

4. The Advertiser shall not have the right to transfer its cancelled advertising space to another Advertiser, unless the Service Provider accepts the new Advertiser, in which case no cancellation fee is charged.

5. After the period open for cancellation and modification elapsed, Service Provider may not be obliged to comply with requests for cancellation or modification in relation to the publishing date. If the modification was made as a result of the efforts of Service Provider, Advertiser shall pay a penalty the amount of which shall be 10% of the net-net price of the modified Advertisement (for television appearances the penalty shall be 50% of the net-net price of the Advertisement) and, in the case of Online Advertisements, Advertiser shall pay a one-time reservation surcharge, if the value of the order exceeds HUF 500.000 + VAT (HUF 15.000 + VAT for orders between HUF 501.000 + VAT and HUF 3.000.000 + VAT and HUF 35.000 + VAT for orders exceeding HUF 3.000.000 + VAT).

6. If the modification cannot be made or the cancellation cannot be accepted, the Service Provider may either publish the Advertisement with its original contents at the previously agreed date or, at the Advertiser's explicit written request, may refrain from publishing it. In the latter case the Advertiser shall pay the full net-net price of the Advertisement. In the case of cancellation of Online Advertisements Advertiser shall pay a penalty the amount of which shall be 75% of the net-net price of the Advertisement, if the order is cancelled between 16 and 19 days before the planned date of publishing the Advertisement, and the amount of the penalty shall be 100% of the net-net price of the Advertisement if the order is cancelled between 0 and 15 days before the planned date of publishing the Advertisement or if an order for sponsorship of individual, seasonal columns (e.g. columns related to holidays, sport events) is cancelled at any time.

IX. Prize Promotions

Rules for Prize Promotions organized by the Service Provider's various contracted partners (hereinafter: Partner), and published on Mediums operated by Service Provider for a fee.

1. Services rendered by the Service Provider

1/A Service Provider;

a) Editing the format of the sponsored article submitted by the Partner, and that of the Prize Promotion created by either the Partner or the Service Provider, to suit the publishing medium; if a database is transferred, adding the appropriate disclaimer for the protection of personal information; publishing the Prize Promotion at the advertised price on the Website, for the period of the Prize Promotion, under the 'Games' menu or box, or another suitable location, in line with the prevailing Media Offer indicated in the order and published on the Website.

b) Receiving and evaluating the answers/applications submitted by the Participants, holding a computerized and documented prize draw, and making a list of winners.

c) Notifying winners in writing, by email, and publishing the names and addresses (town only) of winners in the Prize Promotions column/menu.

d) Handling complaints coming from Participants of the Prize Promotion (hereinafter: Participant) until the prize draw, in cooperation with the Partner, if necessary; forwarding any subsequent complaint to the Partner after the draw. If the Partner is only interested in publishing an announcement of the prize promotion in the form of a link to a different site, the Service Provider shall only be liable to perform the tasks described in the Media Order, or, if no such provisions are available, the tasks described in the order submitted by the Partner.

1/B Optional services rendered by the Service Provider

In addition to the services described in point I/A, the Partner may also order the following services:

a) Mandatory options: The Partner is required to choose one of the following options for the duration of Prize Promotions: - from a specific calendar day to another specific calendar day, or - 1 week/2 weeks/3 weeks/1 month Prize Promotions

b) Additional service options available for extra fees: - The Partner can place an order for an additional campaign to promote the Prize Promotion, to be created and published by the Service Provider on other websites or Medium visited by the target audience. - The Service Provider may require a voluntary consent from Participants registering for the Prize Promotion to receive future announcements related to the Partner's products or services. In this case the Service Provider hands over the submitted contact details, provided at the time of registration, of consenting Participants to the Partner (database transfer). The Service Provider shall decide on the wording of this consent in accordance with applicable legislative provisions, and shall indicate the exact same text with every database purchase. Due to the limited space available on the Games interface, other data handling information (e.g. legal remedies) is included in the Price Promotions Policy, which the Participants are required to accept.

c) Optional services included in the base fee of prize promotion appearances, available free of extra charges:

1. The Partner may request that the Service Provider come up with trivia questions on the basis of the sponsored article submitted. If this service option is not indicated in the order, the Partner must write its own trivia questions.
2. The Partner may request that the Service Provider write a 1500-2000-character (with spaces) sponsored article on the basis of background information provided. If this service option is not indicated in the order, the Partner must write its own sponsored article.

2. The Partner shall render the following compulsory services on each order:

a) The Organizer of a Prize Promotion is always the Partner. Partner, as Organizer and granter of the Prize Promotion, agrees to duly pay all legally required tax, contribution and other costs, and meet its all statutory obligations (e.g. accounting, tax return) related to the Prize Promotion.

b) Writing a sponsored article of 1500-2000 characters, spaces included, or submitting background information on the product or service to the Service Provider, based on which such an article can be written, with any number of 500x500-pixel images of the product/service, in JPG format, with free options to display an own logo, link to an own site, and indicate an own email address. Should the Media Offer contain different provisions regarding the Partner's commitments, those provisions shall apply.

c) Organizing a Prize Promotion with an own service/product offered as prize, and preparing a trivia game with at least 3 questions, which usually can be answered on the basis of a sponsored article, or organizing a promotion on different terms as agreed. The Partner may request the Service Provider to prepare such trivia questions.

d) The Partner shall submit the Prize Promotion, prepared in accordance with the above provisions, to the Service Provider at least one week before publishing, in electronic form.

e) Based on the material submitted, the Service Provider shall approve the final form of the Prize Promotion at least one working day before launch.

f) The Partner shall be liable to deliver the prize to winners, or use a subcontractor for deliveries. The Partner shall be liable to contact winners and notify them of the conditions of the use of the promoted service, on the basis of the minutes of the prize draw prepared by the Service Provider, within 2 weeks after the prize draw. The Partner shall also handle delivery complaints. Entry ticket type prizes are exceptions because tickets are available for events held at specific times and locations and also because postal delivery and service of such prizes is not always possible. Service Provider shall hand over the contact details of entry ticket winners to the Partner and it is the Partner's responsibility to arrange for postal delivery or service of the prizes or, failing this, to arrange either for the tickets to be available to winners at the ticket booth before the event begins, or for the free use of the service in another way, verifying the identity of winners on the basis of a list of winners. Partner understands that the timely delivery of prizes is a priority for the Service Provider, and that late or failed delivery causes damage to the Service Provider. If the Partner fails to deliver the prize within two weeks from the prize draw (or in case of delivering tickets at a time that does not hinder winners from participating in the event), or fails to contact winners within the same deadline to

arrange for the use of the service does not provide the winners with the opportunity to actually make use of the winning, the Partner shall pay a penalty to the Service Provider, the amount of which shall be 150% of the value of the offered prize. If the Partner places an order only for the display of the Prize Promotion, the provisions of points 2/b to 2/f) shall not apply. At the Partner's request, Sanoma may make a customized offer for a Prize Promotion subject to the Partner's choice of options under point I/B and with due regard to the period and special conditions of the Prize Promotion.

3. Data protection provisions for Prize Promotions

Subject to the Participants' consent, the Service Provider shall disclose personal information submitted by winners at the time of registration to the Partner (name, address, telephone number), in order for the Partner to be able to deliver the prize, make arrangements for the use of the service, handle delivery complaints, and use such data for tax purposes. The Partner shall be entitled to handle the submitted personal information only for the above purposes. Partner understands that if the delivery is made by a subcontractor other than Magyar Posta Zrt (H-1138 Budapest, Dunavirág u. 2-6.), DHL Express Magyarország Kft (H-1097 Budapest, Fehérakác u. 3.), or GLS Hungary Kft (H-2351 Alsónémedi, Északi Iparterület, GLS Európa u. 2.), it shall be obliged to notify the winners of their personal data being disclosed to a third party. Partner understands that the abovementioned data is personal information belonging to the winner, and therefore may only be handled for the above listed specific purposes, shall be preserved during the expiry period (mandatory data handling) in accordance with Act XCII of 2003 on taxes, and after this period of time shall be deleted from all records. Partner guarantees that it has the appropriate means to handle personal information during its regular business activities and operation in accordance with the provisions of AVTV. If a database transfer forms part of the order, and the Participant agrees to receive future announcements and material about the Partner's products/services, the Service Provider shall hand over the information submitted by the Participants upon registration to the Partner, and the Partner shall have the right to use this information for the above described purpose until consent is withdrawn. The Partner undertakes to delete all of the Participant's personal information from its records at request, except for mandatory records as required by legislation, and shall also inform any third party of such a request to which the information has been disclosed. If a data processor is also involved in the database transfer procedure, the Partner shall notify the Participants concerned of the fact that their personal information is being forwarded to a third party, along with the name and registered address of the database processing company. In every other respect, these GTC shall also apply to Prize Promotions, as appropriate, bearing in mind that the Prize Promotion may be considered as a form of Advertisement, and as such, provisions on Advertisements may also be applicable.

X. Payments

1. Unless otherwise agreed, Sanoma issues an invoice for each order after and in proportion to performance to the Advertiser after the publishing date, the latest, with 8 (eight) calendar days payment notice. In the case of printed products, the Service Provider sends a copy of the finished product attached to the invoice for reference. In the case of inserts, the Service Provider shall only attach a copy of the product with the insert to the invoice if the order for inserts has covered the entire volume.

2. Sanoma shall issue invoices after the Mediums operated by it, after the channels of Sanoma Digital Media Zrt., and after the publications of Word Communications Kft.

Unless provided otherwise, in case of the contracts entered into by Sanoma on behalf of Hearst-Sanoma, HáziPatika and IQ Press, the invoices shall be issued by these Service Providers separately.

* IQ Press press products sold by Sanoma: Füles, Poénvadászat, Praktika, Otthon.

Word Communications Kft. press products sold by Sanoma: Figyelő, Figyelő Top200, Figyelő Trend, Üzlet&Siker

3. Late payment by Advertiser is subject to a default interest, the amount of which is set out in Articles 301 and 301/A of the Hungarian Civil Code. If Advertiser fails to meet its payment or invoicing obligations even upon request by any company of Service Provider, all companies of Service Provider shall have the right, in addition to charging a default interest, to cancel any contract falling within the scope of these GTC with Advertiser with immediate effect, suspend the delivery of an order in process, refuse new orders until payment is made, or require advance payment. Service Provider reserves the right to recover its balance of account at any time.

4. Service Provider shall have the right to require advance payment

a.) from new Advertisers (any Advertiser who has not published any Advertisements in any of Service Provider's Media during the previous 36 months),

b.) from Advertisers who have a record of late payment or invoicing failure in the previous 12 months (whether in direct contracts or through advertisement service providers or agencies), or

c.) in cases where the financial status or solvency of the company cannot be established based on company information, or

d.) where sponsorship contracts or other agreements concluded between the Parties include such a provision, at any time during the period of the individual advertisement contract, based on the unilateral decision of Service Provider

e.) Advance payment shall be made by Advertiser on the basis of the request for advance payment issued by Service Provider, within the deadline indicated thereon. If the required advance payment is not made, Service Provider shall have the right to reject an order, or cancel individual advertising contracts already in force with that Advertiser with immediate effect. Service Provider shall not be required to make arrangements for the publication of the Advertisement before payment is received. If Service Provider demands advance payment, it shall have the right to cancel all discounts and to issue its invoices based on the list prices indicated on the effective Media Offer.

5. If the currency of the invoice differs from that of the order at the request of the Advertiser, the invoices, according to the Media Offer, shall be issued for the other currency equivalent of the price indicated in the price list of Service Provider used for the order calculated at the middle exchange rate published by the Central Bank of Hungary for the day of performance. Transactions with a specific settlement date as defined in section 58 (1) of Act CXXXVII of 2007 shall be exempt from the previous provision. For such transactions the middle exchange rate published by the Central Bank of Hungary for the day of issuing the invoice shall be applied. Payments shall be made in the invoice currency.

6. Bank charges related to making a payment shall be borne by the Advertiser. In the case of foreign orders, both the foreign and domestic bank charges shall be borne by the Advertiser.

7. Payments shall be considered as made on the day the amount is credited to the bank account indicated on the invoice. Any complaints against the invoice shall only affect the complained item on the invoice and the due date of all other items and of the invoice shall remain unchanged.

8. Questions and complaints about invoices only shall be submitted in writing, within 8 calendar days from the receipt of the invoice. After this time no complaints are accepted.

9. If the Advertiser has outstanding debt with the Service Provider, or any intermediary or agency contracted with the Service Provider, and in case bankruptcy, winding-up or liquidation procedure is commenced against the Advertiser, Sanoma shall have the right to refuse taking new orders, in the case of an ongoing campaign, to stop receiving Advertisements until the outstanding amount is paid, cancel existing individual contracts with immediate effect, or require advance payment. If the Advertiser is not in debt directly with Service Provider, it may be exempt from the legal consequences listed in point X/4, provided that it can present valid documentary proof of an equal or greater outstanding amount receivable from the same intermediary or agency.

10. Sanoma shall have the right to refuse, suspend or cancel delivery under this section after its prior written notice was left unanswered.

11. In all cases penalty provided for under these GTC shall be based on the net-net price of the Advertisement. Service Provider imposes the penalty on Advertiser by an 8 (eight) calendar day penalty notice.

XI. Liabilities

1. Advertiser shall take full responsibility for any error or damage resulting from the poor quality or a defect in the original material (charts, graphs, logos, etc). Even if suitable originals are submitted, minor changes in the colour and tone of printed material are possible, which may not be considered defective performance. The printed version of the latest form of the Advertisement (prepress proof) shall be submitted even if the original is sent in electronic form, because without one the Service Provider does not assume responsibility for errors in the design, text and/or colour in print, and will consequently refuse any claim for discount on the grounds of deficient delivery.
2. The Service Provider does not perform any checks on the advertising or sponsorship material submitted for broadcasting to establish its conformity with copyright law, media regulations or advertising ethics, therefore, the Advertiser shall be liable to any damage, fine or claim arising from the publication of the Advertisement. By agreeing to these GTC, the Advertiser undertakes to fully assume the compensation of the fines imposed on Service Provider in relation to the Advertisement or sponsorship in question (particularly the fines imposed by NMHH or its bodies) for the violation of the applicable copyright, advertising and media law, as well as infringement civil law rules, and also of any damages and civil law claims. The Advertiser may only be exempt from its compensation obligation for fines imposed in relation to the submitted material, if the fine is imposed by the NMHH or any other authority for exceeding the commercial time limit of the station, and that only if the excess was not due to the Advertiser submitting a longer Advertisement than agreed.
3. Advertiser warrants that preliminary inspection of the product appearing in the Advertisement and subject to mandatory quality inspection or compliance certification was performed and the product was approved for distribution or that the product is not subject to such obligations.
4. If the Advertisement is not published, or is published in a way other than agreed due to a force majeure event, the Service Provider does not accept any claim for damages. Force majeure event means any inevitable event beyond the scope of interest of Service Provider which cannot be influenced by Service Provider either directly or indirectly.
5. The Service Provider shall only be liable for defects in an Advertisement modified after submission if no notification has been sent to the Advertiser stating that the required modification is not possible. The Service Provider assumes no liability for modifications submitted, and possibly made, after the submission deadline.
6. In the case of Magazine advertisements, if the Advertiser has an ongoing advertising contract for the publication of several Advertisements, and a new Advertisement is not submitted by the respective submission deadline, the Service Provider shall automatically use the last Advertisement published.
7. In the case of Television advertisements, the Service Provider undertakes no responsibility for defective performance arising from the fault of the broadcaster or programme distributor.
8. With the exceptions provided for under the GRTV and the FTTV, Advertiser and Service Provider bear joint and several liability for the published Advertisement. Taking into account the provisions of the Ekertv, both the Advertiser, as electronic advertiser, and the Service Provider, as electronic publisher, are liable for observing applicable legislative obligations on electronic advertising.
9. Advertiser hereby irrevocably assumes full liability for the violation of its warranty undertaking and for the obligations described in GRTV, FTTV and EKERTV as being joint and several liabilities of the Service Provider as publisher of the Advertisement / electronic advertisement, of the advertisement service provider and of the publisher of the Advertisement, of the electronic advertisement service provider and of the electronic advertisement publisher, which shall include full liability for the payment of fines, compensations or costs or civil law claims claimed by any third party or competent authority against the Service Provider based on the violation of these GTC or of the above pieces of legislation in relation to the publication of the Advertisement.
10. Under this full liability clause, the Advertiser shall liaise with authorities and beneficiaries of claims in the Service Provider's stead, and shall pay any of the abovementioned fines, compensations and costs in due time to such authorities and beneficiaries, or, if the Service Provider has already paid such, reimburse it immediately.
11. In case of joint advertisements the Advertiser placing the order shall be subject to the same provisions on liability for the other advertisements and warrants that it has the right to place an order for the Advertisement acting on behalf of the other advertiser.

12. Advertiser shall bear exclusive liability for the correctness of all disclosed data and quality certification declaration and for compliance with all provisions on the prohibition of deceptive or comparative advertisements, with the exceptions provided for under GRTV.

13. Advertiser shall be obliged to prove the correctness of all facts represented in the Advertisement if requested by the proceeding authority. If Advertiser fails to meet this obligation, the representation shall be deemed as false. Advertiser shall bear full liability for all and any damages occurred by Service Provider as publisher of the Advertisement due to the failure of Advertiser to meet its above statutory obligation.

14. If the material submitted in electronic form contains hard-to-recognize errors, which only become evident after the Advertisement is published, and also provided that the Advertiser has previously approved the Advertisement or spot forwarded under point IV/14, Sanoma shall not be liable for defective performance. Sanoma shall not be liable for publishing an Advertisement with errors multiple times, if the Advertiser fails to file a complaint within 14 days after the first appearance.

15. In case of any other gross defect in performance due to the accountable actions or omissions of the Service Provider or the printing press (or any other media producer), the Advertiser may request Sanoma to publish the same Advertisement without production errors, or, in the case of minor defects, may request a discount or extra advertising space, proportionate to such defect.

16. Service Provider does not assume any liability for drawn, bound and glued inserts appearing in its publications that were edited or produced by someone else. Service Provider shall have the right to refuse such inserts, if it has reason to believe that the Advertisement will have to be rejected.

17. Advertiser understands and explicitly agrees that Service Provider is only liable for claims up to the full price of the Advertisement and only in proportion to the defect. Advertiser agrees that performance shall not be considered defective if the defect appears in less than 1,5% of the printed Media. Rate of the defect shall always be determined based on the examination of the remittenda copies.

18. The Service Provider's liability for damages is limited to actual and immediate damages; the Service Provider explicitly refuses liability for indirect or consequential damages, for reliance damages, including, but not limited to, profit forgone, costs and immaterial damage. Advertiser acknowledges that the prices set out in the Media Offer are determined with a view to the exclusion of responsibilities described in this section and other sections of these GTC.

19. Advertiser shall notify Sanoma of any complaint in writing, within 14 (fourteen) days after the Advertisement was published or broadcasted.

20. Concerning issues not regulated by these GTC or the individual advertising contracts, applicable legislation, and provisions of the Hungarian Code of Advertising Ethics shall apply. Should the parties fail to come to an agreement in a dispute by negotiations, they agree to the exclusive jurisdiction of the competent Budapest 2nd and 3rd District Court or the Metropolitan Court.

XII. Publishing and scope of these General Terms and Conditions

1. The rights of the Service Provider laid down in the GTC are not exclusive and may be applied jointly. No failure of the Service Provider to exercise any of its rights under the GTC may be construed as waiver by the Service Provider.

2. The Parties agree to attempt to settle all and any disputes arising from this agreement out of court. Should they fail to come to an agreement, the parties agree to the jurisdiction of the Buda Central District Court for issues falling within the competence of local courts. For lawsuits falling within the competence of county courts, the jurisdiction rules of the Act III of 1952 on the Code of Civil Procedure shall be applicable. Governing law; the Hungarian law.

3. These General Terms and Conditions shall enter into force on the 1st of June 2011 and shall remain in force until withdrawal or until the effective date of any modification thereto. All and any documents referred to in these GTC shall form parts of the GTC (e.g. Information concerning material submission parameters of advertisements). Sanoma reserves the right to modify these GTC and any documents referenced therein, as well as any information unilaterally, and the Advertiser specifically agrees to this right. Any modification to these GTC and/or to the documents referenced therein shall be published by Sanoma on the www.sanomamedia.hu website or another website indicated in the GTC at least 30 days prior to the effective date. Sanoma makes sure to inform the Advertiser of these GTC by making a reference to them in every framework agreement, or, in the case of an Advertiser not bound by such a framework agreement, in the confirmation of the first order, with a clear indication of the place of their availability. The prevailing entire text of these GTC shall be published in the [Media Offer](#) section at www.sanomamedia.hu .