

## § 1. SUBJECT-MATTER

1. The Regulations include the rules for the provision of the Telecommunications Services to Subscribers by VikingCo Poland spółka z ograniczoną odpowiedzialnością, with its registered office in Wrocław (ul. Tęczowa 13/210, 210, 53-601 Wrocław, entered into the Register of Entrepreneurs, kept by the District Court for Wrocław - Fabryczna, 6th Commercial Division of the National Court Register KRS [company Registration number] 0000484436, NIP [tax identification number] : 897-17-93-639, REGON [national business registry number] 022284492, share capital: PLN 11,244,200 fully paid up hereinafter referred to as the "Operator" or "VikingCo Poland".
2. The Operator conducts telecommunications activities under the entry into the register of telecommunications companies (entry no.: 10691).

## § 2. DEFINITIONS

The terms used herein shall have the following meaning:

1. **Subscriber** – an entity that is a party to an agreement for the provision of the Telecommunications Services concluded with a provider of the publicly available Telecommunications Services.
2. **ADRUM** – Alternate Provider of International Roaming Services in the European Economic Area ("EEA").
3. **Price List** – price list of the Telecommunications Services of VikingCo Poland sp. z o.o. constituting a list of the Telecommunications Services and other services provided by the Operator, together with the statement of the types and amounts of the fees and rules for their calculation.
4. **Activation Data** – the Subscriber data referred to in Article 60b paragraph 1 of the Telecommunications Law: (1) if the Subscriber is a natural person: (a) full name, (b) PESEL [personal identity number], if any, or name, series and number of identity document, in the case of an foreigner who is not a citizen of a Member State or of the Swiss Confederation - passport or residence card number; (2) in the case of a Subscriber who is not a natural person: (a) name, (b) REGON [national business registry number] or code or NIP [tax identification number], number in the National Court Register or the business register or other competent register.
5. **SIM/USIM Card Deactivation** – state of irretrievable loss of use of the Telecommunications Services for the given SIM/USIM Card.
6. **Top-Up** – increase of the Limit in units of account as a result of prepayment for the Telecommunications Services.

7. **Password** – confidential string of characters assigned by the Subscriber when creating the Subscriber Internet Account and used to log on it.
8. **Helpdesk** - persons in the organizational structure of the Operator, whose task is providing services to the Subscribers, providing assistance and information, sales of services, as well as, performance of factual activities related to the transfer of number.
9. **Internet Subscriber Account** - set of functions, data, and settings for the Subscriber, available on the website, requiring a Password and email address of the Subscriber.
10. **ISP** - Internet Service Provider
11. **Remote Channels** – electronic means of communication allowing for the exchange of information between the Subscriber and the Operator at a distance, in particular by email, SMS, and web page of the Operator.
12. **SIM/USIM Card** – a card with microprocessor, owned by the Operator, made available to the Subscriber by the Operator, that meets the requirements of the Telecommunication Network of the Operator and conditions set out in the technical specifications for SIM Card, allowing for access to the Telecommunications Services provided by the Operator, which are related to: MSISDN number, personal identification number - PIN Code and unlocking code - PUK Code.
13. **Scratch Card** – a code veiled with wearing course material and printed on a special card allowing to increase the value of the account assigned to the SIM/USIM Card.
14. **PIN Code** – personal identification number: personal digital code that provides the Subscriber with the possibility to uniquely identify himself/herself at obtaining access to the Telecommunications Services.
15. **PUK Code** – personal unblocking code: personal or digital code removing the PIN Code lock.
16. **Unstructured Supplementary Service Data (USSD)** - communication between the Phone and the elements of Telecommunication Network, initiated directly by the Subscriber using the keyboard by entering the corresponding sequence of characters.
17. **Consumer** – consumer within the meaning of Article 22<sup>1</sup> of the Civil Code, i.e., a person performing a legal action not directly related to his/her business or professional activities.
18. **Limit of the units of account** - number or duration of calls, SMSs, data packet in GB or other units used for measuring the number of the Telecommunications Services which may be implemented within a specified period.
19. **MSISDN** – Mobile Station International Subscriber Directory Number (commonly: phone number). MSISDN number is stored on SIM Card.
20. **Period of validity of incoming calls** – number of calendar days specified in the Price List, counted from the last Top-Up with a given amount, within which the Subscriber can top up his/her account, receive calls, contact the Helpdesk, emergency numbers, or perform other activities specified in the Price List.

21. **Period of validity of outgoing calls** – number of calendar days specified in the Price List, counted from the last Top-Up of the Subscriber account with a given amount, within which the Subscriber can initiate calls.
22. **Last day of validity of the Subscriber account** – the last day of the Period of validity of incoming calls.
23. **Promotional Offer** – a document containing conditions for the provision of the Telecommunications Services other than those specified in the Regulations and the Price List.
24. **Foreign Operator** – the Operator of the Telecommunications Network located and operating outside the Republic of Poland.
25. **Package** – specified number of units of account granted under the account Top-Up.
26. **Telecommunications Law** - the act of 16 July 2004, Telecommunications Law (Journal of Laws No. 171, item 1800 as amended).
27. **Confirmation of compliance of activation Data** – confirmation of compliance of the Activation Data provided by the Subscriber in order to start providing Telecommunications Services in the manner used by the Operator and referred to in Article 60b paragraph 3 of the Telecommunications Law:
28. **Declared Speed** – this is the speed given by ISP in advertising in connection with the promotion, sale or supply of the Services.
29. **Maximum Speed** – this is the speed given by ISP for the specific Services. This is the speed that can be maximally achieved without the network load to provide the Services used by ISP technology.
30. **P4 Sp. z o.o. Telecommunications Provider** – a telecommunications enterprise from which the Operator buys wholesale Telecommunications Services and which is P4 Sp. z o.o. with its registered office in Warsaw (ul. Taśmowa 7, 02-677 Warsaw).
31. **Regulations** – this document.
32. **Registration** – application by the Subscriber of the Activation Data, introducing it into the system of the Operator and confirming compliance of the Activation Data by the Operator.
33. **Additional Registration** – a voluntary submission by the Subscriber of the personal data beyond the Activation Data.
34. **Telecommunications Network** – a telecommunications network within the meaning of the Telecommunications Act, used by the Operator to provide the Telecommunications Services.
35. **Force Majeure** – an external event of extraordinary nature independent from the Operator and the Subscriber that cannot be prevented with the utmost diligence, in particular: war, natural disasters etc.
36. **Website** – website of Mobile Vikings, available under the domain [www.mobilevikings.pl](http://www.mobilevikings.pl).

37. **Telephone** – electronic device that allows through the SIM Card to use the Services provided by the Operator, with the appropriate document or indication of compliance with applicable laws, allowed to work in the Telecommunication Network.
38. **Agreement** – Agreement for the provision of telecommunication services concluded with VikingCo Poland through the Inclusion into the network, on the basis of which VikingCo Poland agrees to provide the telecommunications services to the Subscriber in accordance with the Regulations.
39. **Telecommunications Services** – services within the meaning of the Telecommunications Law, provided to the Subscriber by the Operator.
40. **Starter Pack** – SIM/USIM Card with the specified Top-Up.
41. **Wear** – use by the Subscriber of the specified number of units of account of the Package.
42. **Joining the Network** – the Subscriber activity performed after the acquisition (as a result of prepayment for the Telecommunication Services) SIM Card and Registration, involving the introduction of a unique activation code (provided by the Operator) in the Internet Subscriber Account. In the case of numbers transferred from another operator, SIM/USIM Card is connected with the network on the number transfer date.

### § 3. CONCLUSION OF THE AGREEMENT, REGISTRATION, ADDITIONAL REGISTRATION

1. The Agreement shall be concluded with the Inclusion into the network.
2. This Agreement is concluded for an indefinite period, unless the Parties (the Operator and the Subscriber) decide otherwise.
3. The Subscriber shall be obliged to make the Registration in order to conclude the Agreement.
4. It is not possible to make the Inclusion into the network and the Agreement is not concluded, if the Subscriber did not perform the Registration, compatibility of the Activation Data cannot be Confirmed or confirmation of compliance of the Activation Data ended up negatively.
5. The Subscriber can provide the Operator with additional data and make supplementary Registration in order to receive information and notifications in cases specified in the Telecommunications Law.
6. If the use by the Subscriber of the rights specified in the Regulations and the Telecommunications Law or certain services provided by the Operator require the Subscriber providing data beyond the Activation Data, the Operator shall make the opportunity to use those rights, services or functionalities dependent from conducting an additional Registration.

### § 4. RANGE, QUALITY AND TERMS OF SERVICES PROVISION

1. The Operator provides voice, video connection, SMS, MMS, data transmission and additional services within the account balance resulting from the Top-Up.

2. The Operator provides the services within the scope of technical possibilities of P4 Sp. z o.o. Telecommunications Provider and allows the Subscriber to use the telecommunications networks of other national and foreign operators. List of the national and foreign operators and the list of countries is available in the Price List.
3. In case of having access to networks and services of other operators, the settlement rules and the quality of the Telecommunications Services provided (independently of the Operator) may differ from those used by the Operator.
4. The Telecommunications Services and other services provided by the Operator, together with the fees and the rules for their calculation, as well as the costs of maintenance services are determined by the Price List, which together with the Regulations is available on the Website.
5. The Operator shall provide the Telecommunications Services within the existing technical capabilities, of a quality complying with ETSI standards (European Telecommunications Standards Institute).
6. The minimum offered quality of the voice service shall correspond to MOS index of 3.0 for 95% of the reference voice samples. MOS index ( Mean Opinion Score) is defined by ITU-T (ITU Telecommunication Standardization Sector of the International Telecommunication Union) in a five-point scale from 1 to 5, where individual values have the following meaning 1 = bad, 2 = poor, 3 = acceptable, 4 = good, 5 = excellent.
7. The Telecommunications Services are provided 24 hours a day, 7 days a week.
8. The Operator is continually expanding range of the Telecommunications Services available to the Subscribers. The ranges of the services available in the places where it is possible to use the Telecommunications Services of the Operator, may be slightly different from each other.
9. After Period of Validity of incoming connections access to the information contained in the SIM Card can be blocked (SIM/USIM Card Deactivation).
10. On the Internet Subscriber's Account the Operator shall provide a detailed list of the Telecommunications Services for the period of validity until the previous day.
11. At the request of the Subscriber, the Operator shall provide a detailed list of the Telecommunications Services including Telecommunication Services performed until the preceding day in the electronic version or in paper form sent by regular mail into the address indicated by the Subscriber. In the case of paper version a fee may be calculated in the amount specified in the Price List.
12. The Operator shall provide free emergency calls.
13. There are the following limitations in directing calls to emergency numbers:
  - a. when 9XX type emergency numbers (where X represents the remaining digits defined in the national numbering plan for individual emergency numbers) are occupied, the Operator can direct the call to the emergency number 112;

- b. when the call to the emergency number made from the given administrative area (county, municipality) is delivered through a base station located in a neighboring geographic area (this can occur when a given geographical area does not cover the base station from this area) such a call may be directed to the units located in the territory of a neighboring geographic area.
14. In case of the Subscriber's calls to emergency numbers, the Operator shall collect data about the location of the Phone. In other cases, location data is collected only with the prior consent of the Subscriber.
15. Restrictions on access or use of services and applications can be found in the regulations of Promotional Offers or specific regulations of the use of those services or applications, if the Operator has introduced such restrictions.
16. The Subscribers using the service of access to the Internet have the possibility to control the current state of the data transmission units by contacting the Helpdesk, USSD Codes and through the Website. In case of run out of data transmission units, the Operator shall immediately inform the Subscriber of this fact via SMS.
17. The Operator shall not guarantee the Subscriber to obtain the Maximum Speed and the Declared Speed to download and upload the data. Technical parameters of downloading and uploading of data, achievable by the Subscribers in different locations may differ from each other.
18. The actual data transfer speed is affected by the following technical conditions: settings of the Subscriber's telephone, data transfer technology, which the Subscriber uses at the moment, i.e., EDGE, HSPA+, HSPA, 3G (UMTS), 4G, LTE, current load on the given transmitting station, strength of the received signal of the transmitting station. In the case of data transmission in the national roaming, the maximum transmission speed may vary depending on configuration and inter operator arrangements and intermediary network elements.
19. Detailed records of the Maximum Speed, and the factors influencing actual transmission speed of data included in specific Services and Promotional Offers Regulations under which the possibility to use high-speed data transmission Packages is made available to the Subscribers.
20. Information about the potential risks related to the Telecommunication Services provided, including information relating to ways to protect the safety and privacy are published on the Website.
21. The Operator can take proportionate and reasonable measures to ensure the safety and integrity of the Telecommunication Network and the Telecommunications Services, in particular, have the right to:
  - a. eliminate the transmission of the message, which endangers the safety or integrity of the Telecommunication Network and the Telecommunications Services;
  - b. interrupt or limit the provision of the Telecommunications Services at the end of the Telecommunication Network, from which messages threatening the Telecommunication Network security and the Telecommunications Services are sent.

22. The Operator recommends the following precautions to protect the Terminal Equipment Subscribers:

- a. using the Passwords, security codes and not sharing them with others.
- b. observing advices and instructions of terminal equipment manufacturers,
- c. software updating,
- d. using anti-virus software and updates,
- e. using trusted wireless networks.
- f. not installing software from unknown sources.

23. Information about:

- a. potential risks associated with the use of the Telecommunications Services by the Subscribers,
- b. recommended precautions and the most popular ways to protect telecommunications terminal equipment against malware or spyware,
- c. examples of the consequences of the lack of or inadequate protection of telecommunication terminal equipment;
- d. methods to protect the security, privacy and personal data when using the publicly available Telecommunications Services - they are available on the following website of the Office of Electronic Communications: <http://www.uke.gov.pl/> and <http://www.bip.uke.gov.pl/>

## **§ 5. FEES**

1. The Subscriber has the possibility to make a non-cash Top-Up by performing the actions specified by the Operator and indicated on the Website.
2. The fees are calculated in accordance with the Regulations, Price List, Promotions Regulations that are published on the Website.
3. The fees for the provision of Telecommunication Services are calculated as follows:
  - a. the fee for sending SMS, refers to the length of a single SMS. The length of a single SMS message sent to the Phone (GSM or UMTS), in compliance with technological ETSI (European Telecommunications Standards Institute), was set at no more than 160 characters. When sending SMS containing more than 160 characters or more than 1,120 bits of text data, it is divided into the appropriate number of SMS messages, each of which is charged with a fee individually in accordance with the Price List. In case of use the Phone, encoding Polish characters in UNICODE mode, one SMS may contain fewer than 160 characters,

- b. the fee for sending a multimedia message is charged for each started 100 kB of the message. The maximum size of a single MMS is 300kB,
- c. the fee for domestic voice calls is charged for each started second of the connection in the amount of 1/60 of the rate per minute of the connection, rounded to the nearest cent up,
- d. the fee for data transmission in the country is charged for each started 100 kB,
- e. the fee for outgoing voice calls within the international roaming within Eurozone and from Eurozone to Poland, lasting 30 seconds, is calculated in the amount of half of the minute rate, then for every second in the amount of 1/60 of minute rate,
- f. the fee for incoming voice calls within the international roaming within Eurozone is calculated for every second of connection in the amount of 1/60 of minute rate,
- g. the fee for data transmission within Eurozone is calculated as 1 kB in the amount of 1/1024 of rate per 1 MB. In other zones, the fee is charged at 100 kB, in the amount of 100/1024 of rate per 1 MB,
- h. charging the fees for sending and receiving data occurs in one each session,
- i. connection to the Helpdesk is subject to a fee according to the Price List of the Operator.

## **§ 6. SUBSCRIBER OBLIGATIONS**

1. The Subscriber agrees to:
  - a. comply with the Regulations,
  - b. to refrain from any action causing or likely to cause interference with active devices connected to the Telecommunication Network or telecommunications network of the Operator and the Internet,
  - c. not to direct traffic from other telecommunication networks without the consent of the Telecommunications Network Operator or networks of other telecommunications companies by means of any telecommunication devices using the SIM Card received by the Subscriber making connections via terminal equipment intended for connection to the fixed network or operate on a similar basis (hereinafter referred to as FCT Devices), in which SIM Cards operating in the Telecommunication Network are used requires the Operator's prior written consent, to use the Services in accordance with applicable law.

2. The Subscriber agrees to protect SIM Card against theft, destruction, damage or loss in a different way. The Subscriber shall be responsible for the consequences of using SIM Cards by third parties or use by third parties of the rights specified in the Regulations and the results arising from knowing PIN Code, PUK Code or Passwords by third parties.
3. The Subscriber should immediately contact the Helpdesk and report the theft, destruction, damage or loss in any other way of the SIM Card. The Operator shall, after obtaining the information from the Subscriber, referred to above, in case of theft/loss immediately block the SIM Card to prevent use of the Services provided by the Operator. The Subscriber also agrees to confirm the fact of theft or another loss of the SIM Card in writing or electronically by sending an email. The application should be sent to the registered email, stating the full name, mailing address and phone number of the Subscriber. The Operator shall be authorized to verify the provided Subscriber data. The Operator is not responsible for damages incurred by the Subscriber due to a failure by the Subscriber to perform responsibilities under this section.
4. The Subscriber shall be solely responsible for the consequences resulting from the use by others of the lost or stolen SIM/USIM Card caused by failure to report or confirm those facts to Helpdesk, in the manner specified in paragraph 3.
5. In the cases referred to in paragraph 3 the Subscriber can replace SIM Card under the conditions specified in the Price List.

## **§ 7. OPERATOR OBLIGATIONS**

1. The Operator shall be obliged to:
  - a. the provision of the Telecommunications Services from the time of Inclusion into the network,
  - b. provide the Services to the Subscriber under the conditions specified in the Regulations and the Agreement.
2. The SIM/USIM Card issued to the Subscriber shall be owned by the Operator until the cessation of services.
3. The Operator agrees to receive and consider complaints under the conditions specified in the Regulations.

## **§ 8. COMPLAINTS**

1. The complaint may relate to non-performance or improper performance of the Services by the Operator or incorrect calculation of fees for the Services.
2. The complaint may be filed within 12 months from the last day of the Settlement Period, in which a gap in the provision of the Telecommunications Services ended up, or from the date

on which the services were improperly performed or were to be performed, or the date of receipt of an invoice containing incorrect calculation of receivables for the provision of Telecommunications Services. Any complaints submitted after this deadline shall not be considered, of which the Operator shall immediately notify the claimant.

3. Any complaint may be submitted:
  - a. in writing - in person during the Subscriber visit (in this section referred to as the "claimant") at the registered office of the Operator or by mail.
  - b. verbally - by phone or in person for the record during a visit of the Subscriber in the registered office of the Operator,
  - c. in electronic form with the use of electronic means of communication by sending an email to the following address: reklamacje@mobilevikings.pl
4. The complaint should include:
  - a. full name and address of residence or registered office of the Subscriber;
  - b. definition of the subject-matter of the complaint and the complaint time;
  - c. presentation of the circumstances justifying the complaint;
  - d. MSISDN no. assigned to the claimant to which the complaint refers;
  - e. the amount of damages or other claims arising from the Agreement or from law - when the claimant requests their payment, as well as: bank account number or address relevant for the compensation or other claims or upon request of a refund of the amount requested by Increase in the account;
  - f. signature of the claimant - in the case of complaints submitted in writing.
5. If the complaint has been made verbally or in writing - in person during the Subscriber visit at the registered office of the Operator, and it does not meet the conditions set out in paragraph 4, the person representing the Operator, accepting the complaint shall be obliged, if he/she considers that it is necessary for proper consideration of the complaint, to inform the Subscriber about the need to immediately supplement it with the instruction that failure to supplement the claim shall result in not considering the complaint. The complaints that are not completed shall not be considered.
6. If a complaint filed in a manner other than specified in paragraph 5, and does not meet the conditions set out in paragraph 4, the unit of Operator considering the complaint shall be obliged, if he/she believes that it is necessary for proper consideration of the complaint, to immediately request the Subscriber to supplement the complaint, specifying the date, of not less than 7 days, and the scope of that supplement with the instruction that failure to supplement the claim shall result in not considering the complaint. After the expiry of the deadline the complaint shall not be considered.
7. If the complaint does not determine the amount referred to paragraph 4, and the right to compensation or reimbursement of any other debts and the amount of compensation or

reimbursement are not in doubt, the unit of the Operator considering the complaint shall treat the complaint as if this amount was specified.

8. In the case of a complaint made personally by the Subscriber at the registered office of the Operator, orally or in writing, the person authorized by the Operator and receiving the complaint, shall immediately confirm its acceptance.
9. In the case of a complaint made in writing by mail, by phone or electronically using the electronic means of communication, the Operator shall within 14 days of filing the complaint confirm its acceptance. After the expiry of the deadline the complaint shall not be considered.
10. Confirmation of receipt of the complaint shall indicate the date of submission of the complaint and the name, address and phone number of the unit of the Operator considering the complaint.
11. Unit of the Operator considering the complaint, shall reply to the complaint within 30 days of its submission.
12. The answer to the complaint shall include:
  - a. name of the unit of the Operator considering the complaint;
  - b. information about the date of the complaint;
  - c. decision on accepting or refusing the complaint;
  - d. in the case of granting damages or repayment of other claims - determination of the amount and term of the payment or reimbursement, or indication that the amount of compensation or other claims will be offset against future payments, as requested by the Subscriber;
  - e. instruction about exhausting the complaint procedure and the right to pursue claims in court proceedings, and in addition, if the claimant is the consumer, of the right of pursue claims in the procedures referred to in Article 109 and Article 110 of the Telecommunications Law;
  - f. identity of the authorized employee representing the Operator, stating his/her full name and title.
13. In the event of refusal to recognize the claim in whole or in part the answer to the complaint should:
  - a. additionally contain factual and legal grounds;
  - b. be delivered to the Subscriber by registered mail - if the answer to the complaint is provided on paper.

14. The Operator shall confirm acceptance of the complaint and shall respond to the complaint on paper.
15. With the consent of the Subscriber expressed in the complaint, in the Agreement for the provision of the Telecommunications Services or in a separate statement, the Operator shall confirm acceptance of the complaint and shall respond to the complaint in electronic form to email address designated for this purpose, or using other means of electronic communication indicated by the Subscriber.
16. The provision of paragraph 14 shall not apply in the case of a complaint made electronically, with the use of electronic means of communication. In this case the Operator shall confirm acceptance of the complaint and shall respond to the complaint in electronic form to email address designated for this purpose, or using other means of electronic communication indicated by the Subscriber. If the Subscriber fails to indicate the email address or other means of electronic communication, the service provider shall confirm acceptance of the complaint and shall respond to the complaint to the email address from which the complaint was sent, or with the use of electronic means of communication used by the Subscriber to make the complaint.
17. In case when the response to the complaint is not delivered to the Subscriber, the Operator shall, at the request of the claimant expressed in the manner specified in paragraph 3, immediately re-transfer this response, its duplicate or copy.
18. The Subscriber shall, in consultation with the Operator, determine the manner and form in which the answer to the complaint, its duplicate or copy referred to in paragraph 1, are to be transferred. At the request of the claimant, in the case of refusal to recognize the claim in whole or in part, the service provider shall again provide the answer to the complaint, its duplicate or a copy by the registered mail, regardless of the form in which the answer to the complaint was originally sent.
19. The Operator shall not be obliged to retransfer to the claimant the response to the complaint, its duplicate or copy, if the circumstances of the given case clearly show that the answer to the complaint was delivered to the claimant.
20. If the claim of the Telecommunications Services is not considered within 30 days from the date of its submission, it shall be deemed to be considered. Considering the complaint shall mean sending before that date, by the provider of publicly available telecommunications services, the response on the acceptance or rejecting of the complaint.
21. The Subscriber shall, after the exhaustion of the complaint procedure (pursuant to Articles 107, 109, 110 of the Telecommunications Law), be entitled to assert the claims set out in the Telecommunications Law, in judicial, mediation or arbitration proceedings.
22. The complaint procedure shall be considered to be exhausted if the complaint was not accepted by the Operator, or the Operator has not paid the debts claimed within 30 days from the date on which the complaint for the telecommunications services was accepted.
23. The mediation proceedings may be conducted, e.g., by President of Office of Electronic Communications at the request of the Subscriber who is a consumer or *ex officio*, where this is necessary to protect the interest of a consumer. The civil law dispute between the consumer

and the provider of publicly available telecommunications services may be terminated amicably by mediation proceedings. The mediation proceedings conducted by the President of Office of Electronic Communications at the request of the consumer, or *ex officio*, where this is necessary to protect the interest of the consumer. In addition, permanent arbitration consumer courts in cooperation with the President of Office of Electronic Communications (created on the basis of agreements to organize such courts, concluded by the President of Office of Electronic Communications with NGOs representing consumers, telecommunications or postal the operators) shall consider, among others, disputes over property rights arising out of contracts for the provision of telecommunication services concluded between the Consumers and telecommunications operators.

24. In the case of interruption in the provision of all Services, the Subscriber shall have the right to claim compensation in the amount of 1/30 of the average monthly top-up for every 24 hour break. The average monthly top-up is calculated according to the consumption by the Subscriber for the last three months from the date of lodging the complaint, and if the Subscriber is a party to the Agreement for less than 3 months - for that period.
25. In the case of interruption in the provision of individual Services by the Operator (partial Failure), the Subscriber shall have the right to claim compensation in the amount of 1/60 of the average monthly top-up for every 24 hour break. The average monthly top-up is calculated according to the consumption by the Subscriber for the last three months from the date of lodging the complaint, and if the Subscriber is a party to the Agreement for less than 3 months - for that period.

## **§ 9. CUSTOMER SERVICE**

1. The Operator shall provide servicing through the Helpdesk.
2. The Subscribers shall have the possibility to:
  - a. contact the Helpdesk,
  - b. use the after-sales servicing during the Helpdesk working hours.
3. The Subscriber's services may concern:
  - a. the offered services and the rules of use the services,
  - b. manual configuration of the phones,
  - c. receiving complaints,
  - d. performance of one-off and regular orders,
  - e. ongoing promotions, special and loyalty offers.

4. Authorization of the Subscribers shall be done by verifying the email address that was entered when setting up an Internet Account of the Subscriber or the Subscriber's phone number.
5. If the Subscriber's data contained in the application is not sufficient to identify or properly handle the notification of the Subscriber, the Operator reserves the right to additional verification of the Subscriber data. A proper identification is a prerequisite for the implementation of the service of the Subscriber by the Helpdesk.
6. The Subscriber agrees to exercise due diligence in order to protect the confidentiality of his/her Password, and not to share the Passwords with third parties. The Subscriber agrees to immediately notify the Operator of any suspicion of entering into possession of his/her Password by a third party. The Subscriber shall be responsible for all the consequences of sharing the Password with third parties.
7. The Operator, after a prior consent of the Subscriber, can record the contents of calls to the Helpdesk to document the instructions given by the Subscriber to the consultants and improve the Subscriber service.

## **§ 10. ROAMING SERVICES**

1. The Operator shall provide roaming services, i.e. roaming of calls, SMSs, data within the account Balance resulting from the Top-Up. The scope of roaming shall not cover the Premium Rate Services.
2. The Subscriber shall be entitled to a choice of international roaming service provided by ADRUM, which is a provider, other than the Operator, of international roaming services within the European Economic Area ("EEA"), provided that such the Provider has entered with the Operator into an agreement for the resale of international roaming services. The above entitlement can be exercised under the terms described below:
  - a. The Subscriber can free of charge and at any time of the Agreement choose ADRUM and use the services provided thereby.
  - b. The Subscriber should apply directly to the Provider in order to use the Services of ADRUM. Information about ADRUM who have entered into an agreement with the Operator for the resale of international roaming services within EEA is posted on the website;
  - c. If such information is not available, it means that such an agreement has not been concluded.
  - d. The Subscriber can free of charge and at any time of the Agreement for the provision of the Telecommunications Services concluded with the Operator change one ADRUM with another ADRUM.
  - e. Change of the Operator into ADRUM or one ADRUM into another ADRUM is carried out within 1 business day.

- f. The Provider, which international roaming is used by the Subscriber, shall not be obliged to provide those services in case of transfer by the Subscriber of MSISDN Number from the Operator to another national operator.
  - g. In case of change of the provider of international roaming services by the Subscriber from P4 sp. z o.o. into another Provider, P4 sp. z o.o. shall not charge any fees.
  - h. Detailed information on the terms and conditions for making the changes described above are indicated in the Regulations for Access to an Alternative International Roaming Provider, which is available on the Website.
  - i. In addition, the Subscriber shall be able to use via SIM Card data transmission within International Roaming within EEA, offered by a local Foreign Operator, providing services in the country visited by the Subscriber in accordance with the offer of that Foreign Operator, if such a service is provided.
- 3. The roaming services shall be provided 24 hours a day, 7 days a week.
  - 4. The quality and availability of roaming services in places where it is possible to use them, may be slightly different from each other and depend on the operator of the visited network, which enables the Subscriber to use the roaming services, by means of arrangements with the Operator.

## **§ 11. EXPIRY AND TERMINATION OF THE AGREEMENT AND SUSPENSION OF SERVICES**

- 1. The Agreement shall expire after the Last day of validity of the Subscriber account.
- 2. The Operator can, according to its own choice, terminate the Agreement at any time with immediate effect or suspend the provision of the Telecommunications Services, without compensation to the Subscriber in the case of:
  - a. force majeure or other extraordinary events beyond the control of the Operator, which prevent or significantly hinder the provision of the Telecommunications Services and other services;
  - b. provision of the services of the Operator to other entities for financial gain without the consent of the Operator;
  - c. if the Subscriber directs to the Operator and other telecommunication networks by means of any telecommunication devices using the SIM Card received by the Subscriber a traffic deriving from other telecommunication networks without the consent of the Operator or in case of making connections via terminal equipment intended for connection to the fixed network or operate on a similar basis (hereinafter referred to as FCT Devices), in which SIM/USIM Cards are used operating in the Telecommunication Network, without the prior written consent of the Operator;
  - d. in case of use by the Subscriber of SIM/USIM Card, using a stolen communication device or a device not having the mark of conformity with the essential requirements;

- e. activities to the detriment of the Operator or the use of the Telecommunications Services and the Operator services in violation of the law or the Agreement.
3. When terminating the Agreement according to the procedure described in paragraph 3 above, the Operator shall notify the Subscriber by sending an SMS and email message to the email address provided by the Subscriber when creating the Internet Subscriber Account.
4. On termination or expiration of the Agreement the Operator shall cease to provide the Subscriber with the Telecommunications Services and other services, and also shall deactivate the SIM Card of the Subscriber.

## **§ 12. PRIVACY AND TELECOMMUNICATIONS SECRET**

1. The Operator is the administrator of personal data within the meaning of the Act of 29 August 1997 On Personal Data Protection (Journal of Laws No. 101, item 926, as amended).
2. Personal data of the Subscribers shall be processed by the Operator in order to provide services, archiving, as well as, sales of products and services of the Operator and - after the consent previously expressed by the Subscriber - for the purpose of marketing activities undertaken by the Operator independently or in cooperation with other entities, as well as, the need for economic analyzes.
3. The Subscriber identification data may be included in a list of subscribers published in book form or electronically with the consent of the Subscriber. Moreover - in the case of the consent of the Subscriber - that data can be made available to other telecommunications companies keeping the lists of subscribers or providing services of information about telephone numbers, including the service of nationwide telephone numbers list and information on phone numbers covering all the subscribers of public telephone networks.
4. Personal data of the Subscribers may be made available to the cooperating entities, competent authorities and economic information bureaus, as well as - any authorities involved in the claims recovery, including companies involved in debt collection and debt trading and their representatives, if needed.
5. The Operator shall ensure implementation of the rights under the Law on Personal Data Protection (Journal of Laws No. 1333, item 883 of 29.08.1997), i.e., in particular, it shall allow the Subscribers to access their personal data and its correction, completion and request of its removal.
6. All correspondence in matters related to the processing of personal data the Subscriber shall send to the following address: ul. Tęczowa 13/210, 53-601 Wrocław, marked "Personal Information".
7. The Operator shall, in accordance with applicable laws and within the existing technical capabilities, ensure compliance with telecommunications secrecy, except in cases where the disclosure of information covered by the telecommunications secret is allowed by law. The Operator shall exercise due diligence in securing telecommunications equipment, telecommunications networks and personal data to the extent justified by technical and

economic considerations. To the extent necessary to provide the Subscriber with the Telecommunications Services and other services, the Operator shall have the right to collect, preserve, store, develop, modify, delete or share data covered by telecommunications secret. In a situation where it is necessary to remove a fault, resulting disruption or a threat for the maintenance of the network or provision of services, the Operator - after informing the persons participating in the connection - shall have the right to connect itself with the ongoing call or interrupt it.

8. Transmission data reflecting the Telecommunication Services provided by the Operator to the Subscribers, including location data, which means any data processed by the Operator within the Telecommunication Network, indicating the geographical position of the terminal equipment of the Subscriber, using the publicly available Telecommunications Services, includes data for the transmission of messages in the Telecommunication Networks or for charging the fees for the Telecommunications Services.
9. The Operator processes the transmission data reflecting the Telecommunication Services provided by the Operator to the Subscriber, including location data for the purpose of charging the service fees and fees for settlements between telecommunication companies, as well as - under the terms specified in the applicable provisions of law, for marketing purposes or the provision of value-enriched services. In addition, the data will be processed for the purpose of conducting economic analysis. That data will be processed during the Agreement on the provision of the Telecommunications Services, and in addition the Operator shall process and store transmission data for the period specified by law; including due to the requirements for business activity documenting (accounting records), as well as due to the implementation, by authorized bodies, of tasks and responsibilities for the national defense, state security and public safety and order, and any civil law disputes relating to a service provision agreement or its performance.
10. The Subscriber shall have the possibility to affect the scope of processing of data relating thereto by identifying the scope of the Telecommunications Services provided in accordance with its request or the scope of its rights.
11. When using the services in the roaming partners networks, local rules on data storage and transfer of the Subscriber data may be different from those used in the Telecommunication Network of the Operator.
12. The Operator reserves the right to issue detailed rules on the processing of data in the provision of electronic services in separate regulations.

## **§ 13. RIGHT TO WITHDRAW FROM THE AGREEMENT**

1. A Subscriber who is a Consumer and concluded a remote agreement or an off-premises agreement, out of the Operator premises, may withdraw therefrom within 14 days without giving any reason and at no cost, except for the cost referred to in Article 33, Article 34 paragraph 2 and Article 35 of the Act of 30 May 2014, On Consumer Rights (Journal of Laws of 2014, item 827, as amended).
2. The Subscriber must send the statement of withdrawal from the Agreement to the Operator's address indicated in § 1.

3. The Subscriber can use the model of Withdrawal from the agreement published and made available by the Operator on the Website.
4. In case of withdrawal from a remote agreement or an off-premises agreement, the Agreement shall be deemed as not concluded.
5. In the case of termination of the Agreement, the Operator shall return to the Subscriber, not later than within 14 days, all payments received, excluding payments for the Services used.
6. If the Operator, at the request of the Subscriber, made payable Services before the deadline to withdraw from the Agreement, the Subscriber shall bear the costs of those Services until the termination of the Agreement.
7. The Seller shall refund the payments using the same method of payment, which was used by the Consumer, unless the Consumer expressly agrees to another method of payment that does not create any costs thereto.
8. The Consumer shall not be entitled to withdraw from a remote agreement or an off-premises agreement if the Operator made a full service with the express consent of the Consumer, who before the provision was informed that after the provision by the entrepreneur, it will lose the right to withdraw from the Agreement.

## **§ 14. FINAL PROVISIONS**

1. In matters not regulated by the provisions of these Regulations, the relevant provisions of the Civil Code, the Telecommunications Law and other applicable laws shall apply.
2. The Operator may amend the terms of the Agreement, including as specified in the Regulations. In this case the Operator shall inform the Subscriber about the proposed amendments to the conditions of the Agreement, including specified herein with at least one month before the amendments are in force, by making this fact and content of any proposed amendments public on the Website of the Operator and shall deliver to the Subscriber, the content of each of the proposed amendment - by email, into the email address indicated by the Subscriber, or in any other manner agreed with the Subscriber in particular through Remote Channels.
3. The Subscriber shall have the right to terminate the Agreement in the absence of acceptance of the amendments. The amendments to the Regulations shall apply to the Subscriber, who did not terminate the Agreement by the date of their entry into force.
4. The Terms and Conditions take effect from day 25th of July 2016, for those who concluded a Contract with the Operator. In the means of other Users, the Terms and Conditions take effect from day 25th of August 2016, whereas Users that signed a contract before 25th of July 2016 and did not register thy number are required to do so until 1st of February 2017. After this date, the operator may turn off the Telecommunication Services for those who did not Register their number.