



Rules for the Provision of Telephone Services

Art.1.SCOPE

These Rules for the Provision of Telephone Services (hereinafter referred to as the "Rules") shall define general terms for the provision of the Telephone Service and the Telephone Subscription Service (hereinafter referred to as "Services") by the Operator pursuant to authorizations granted under the Law.

Art.2.DEFINITIONS

The terms used in the Rules shall have the following meanings:

- 2.1.1 **Telephone Subscription Service** – a service, based on the TP wholesale network access service, under which the User gets access to the public telephone network through the Line and can initiate and receive telephone, data-transmission, and fax calls.
 - 2.1.2 **Subscriber** – Entity which is a party to the Telephone Service Agreement, concluded with the Operator;
 - 2.1.3 **Pricelist** – a list of Services, charges and terms for the calculation thereof.
 - 2.1.4 **Service Activation Date (SAD)** – a date indicated in an Agreement as of which the Operator is to begin the provision of a Service.
 - 2.1.5 **Business Day** – any weekday except Saturdays, Sundays and public holidays.
 - 2.1.6 **Subscriber Code with PIN Password** – a unique number that may be assigned by the Operator to the Subscriber immediately after the conclusion of an Agreement which enables the identification and authorization of the Subscriber in the Operator's electronic system.
 - 2.1.7 **Qualified Failure** – a state of the Operator's Network or a Service which prevents the Subscriber from using this Service, with the exception of any failure which: (i) results from the suspension of the Service for a period agreed upon by the Parties or allowed under an Agreement; or (ii) results from a breach of an Agreement by the Subscriber; or (iii) results from an event of Force Majeure; or (iv) has occurred outside the Operator's Network; or (v) has occurred in the Subscriber's equipment; or (vi) has been caused by the Subscriber; or (vii) involves an interruption in the provision of the Service caused by modifications to the equipment configuration made by the Subscriber; or (viii) results from the lack of power supplied to Subscriber's equipment; or (ix) results from incorrect power supply parameters in Subscriber's equipment.
 - 2.1.8 **Premises** – a location at which a Service is provided as set forth in an Agreement.
 - 2.1.9 **Line** – a connection over which the Operator may provide a particular Service pursuant to the terms and conditions of collaboration between the Operator and TP with respect to the TP telecommunications network wholesale access service. A Line can be used to connect Subscriber's equipment to the public telephone network. Line specifications shall be defined in an Agreement in each case.
 - 2.1.10 **Minimum Service Provision Period (MSPP)** – the guaranteed term of an Agreement which commences on the Service Activation Date, during which neither Party may terminate the Agreement without sanctions set forth in the Rules or the Agreement, with the exception of the circumstances set forth in the Rules or the Agreement under which the Parties are entitled to terminate the Minimum Service Provision Period.
 - 2.1.11 **Settlement Period** – each period for which the amounts due from the Subscriber to the Operator in consideration of the Services provided shall be settled, commencing and ending on such days of each calendar month as indicated by the Operator.
 - 2.1.12 **Operator** – GTS Poland Sp. z o.o., with a registered office in Warsaw, ul. Marynarska 15, postal code 02-674.
 - 2.1.13 **Subscription Fee** – the cyclical fee paid by the Subscriber for access to the Operator's Network and the ability to use Services provided by the Operator, the amount of which shall be defined in an Agreement.
 - 2.1.14 **Entity** – a Consumer or a Business.
 - 2.1.15 **Business** – a legal person or an organization without legal personality pursuing business or professional activity on their own behalf.
 - 2.1.16 **Service Availability Point (SAP)** – a technical location which constitutes a network endpoint at which the Operator's Network interfaces with the Subscriber's infrastructure. The Operator's liability for Services provided shall extend up to and including the SAP; a Service shall be considered to have been provided upon being available at the SAP.
 - 2.1.17 **Special Offer Rules** – Rules for the provision of a particular Service under special terms and conditions.
 - 2.1.18 **Man-hour** – each commenced hour of work of the Operator's employee or another person designated by the Operator, including its subcontractor.
 - 2.1.19 **Operator's Network** – all equipment and connections which comprise the technology infrastructure required to provide a Service.
 - 2.1.20 **Force Majeure** – an external event which is beyond the control of a given Party, and which could not be prevented by that Party despite exercising due care.
 - 2.1.21 **Equipment** – the equipment provided by the Operator to the Subscriber, as required, which is necessary for the Subscriber to use a Service and which shall be managed by the Operator pursuant to an Agreement; the Subscriber shall not acquire any property rights to Equipment during the term of the Agreement and after the expiration or termination thereof.
 - 2.1.22 **TP** – Telekomunikacja Polska S.A.
 - 2.1.23 **Agreement** – an agreement for the provision of a Service.
 - 2.1.24 **Telephone Service** – the telecommunications service available to the User which consists in the establishment of telephone calls over the Operator's Network using an access number indicated by the Operator.
 - 2.1.25 **Service** – the Telephone Service or the Telephone Subscription Service.
 - 2.1.26 **Law** – the act of July 16, 2004, i.e. the Telecommunications Law (Journal of Laws Issue 171, Item 1800, as amended) or any other regulation being a generally applicable law which supersedes the aforementioned act of July 16, 2004.
 - 2.1.27 **User** – an Entity who uses Services provided by the Operator, or who requests the provision thereof.
- Terms not defined in Art. 2 but defined in the Law shall have the meaning established therein.

Art.3.GENERAL TERMS OF THE PROVISION OF SERVICES

- 3.1 The Operator shall provide Services pursuant to provisions of an Agreement, the Rules and the Pricelist. In the event of any discrepancies between the provisions of an Agreement and of the Rules, the provisions of the Agreement shall prevail.
- 3.2 The Subscriber agrees to comply with the provisions of the Rules and the Agreement, including without limitation making timely payments as set forth in the Pricelist or the Special Offer Rules.
- 3.3 The Subscriber shall use the Operator's Services as intended and in accordance with the Agreement, the Rules and applicable laws.
- 3.4 The Operator reserves the right to modify the manner in which Services are provided in accordance with the extent of and conditions arising from authorizations conferred, and as appropriate considering its technical capabilities, without reducing Service quality.



- 3.5. The Operator shall provide Services for the sole use of the Subscriber. The Subscriber may not make Services provided under an Agreement available to third parties outside the Premises without the Operator's consent.
- 3.6. The Telephone Subscription Service shall only be provided using a Line which is part of the TP network. If technically feasible, the Service may be deployed over a Line which is part of the TP network as designated by the Subscriber and specified in an Agreement.
- 3.7. The scope of the Telephone Subscription Service shall be defined in an Agreement in each case.
- 3.8. The Telephone Subscription Service's Subscriber agrees that the technical condition of the Line, the Equipment and other equipment used for the provision or the use of the Service as installed at the Premises or at the Subscriber's property may be inspected as required for the due performance of the TP network wholesale access service, the due performance of the Service by the Operator, or the processing of a complaint. The activities stipulated in the preceding sentence may be performed by the Operator, by TP, or by any of their subcontractors.
- 3.9. The types of Services to be provided by the Operator are defined in the Agreement.
- 3.10. As a prerequisite for the provision of the Telephone Subscription Service by the Operator, the Subscriber shall sign a pre-selection order for the numbers included in the Telephone Subscription Service.
- 3.11. The Operator shall provide the Telephone Service using the 1066 access number for the Operator's Network, or using another access number as indicated by the Operator.
- 3.12. Under the support services, the Operator shall:
 - 3.12.1. prepare the Line for the Service, within the technical possibilities;
 - 3.12.2. rectify any defects and irregularities in the Service delivery;
 - 3.12.3. provide technical support to the Service, on the Subscriber's request, including without limitation any modifications, maintenance, and repairs of the Lines or Equipment owned by TP and installed at the Subscriber's premises;
 - 3.12.4. possibility to provide phone support at the number published on www.gts.pl, including:
 - 3.12.4.1. providing information about the Service,
 - 3.12.4.2. remotely processing orders and other requests related to the Agreement, according to the current offer and the Operator's pricelist, except for transactions which require appearance in person,
 - 3.12.4.3. providing technical support and receiving defect and failure reports,
 - 3.12.4.4. receiving complaints.
- 3.13. The Subscriber shall provide access to the Premises in order to enable checking the technical condition of the Line, to the extent necessary for adequate Service provision or complaint processing. Such access shall take place on a date and time agreed upon with the Subscriber.
- 3.14. The Operator shall provide the Service in compliance with the quality indicators defined in the PCM (Pulse Code Modulation) standard for coding and transmission of acoustic signals in the 3.1-kHz band for transporting voice, data, and faxes through the Line in the public telephone network.

Art.4.AGREEMENT FOR THE PROVISION OF A SERVICE

- 4.1 The provision of a Service by the Operator to the Subscriber requires an Agreement in writing; otherwise, any such engagement shall be null and void. The Agreement shall be concluded after the ordering party has provided all the required documents and met all of the conditions set forth in the Rules.
- 4.2 Subject to the exclusions set forth in the Agreement, the Service shall be provided thereunder:
 - 4.5.1 for the Minimum Service Provision Period, and after the expiration thereof, for an indefinite period of time, unless the Operator or the Subscriber serves the other Party with a written notice that it does not intend to extend the Agreement thirty (30) days before expiration of such Minimum Service Provision at the latest, provided that in such an event, the Agreement shall be terminated upon the expiration of the Minimum Service Provision Period;
 - 4.5.2 for an indefinite period of time.
- 4.3 Statements of intent with respect to the execution of, amendments to and termination of each Agreement shall be made and received on behalf of the Operator by its authorized representatives.
- 4.4 Prior to the conclusion of an Agreement, the Subscriber shall provide the Operator with documents which comply in terms of form and content with the list of documents required by the Operator to enter into an Agreement as of the conclusion date, including without limitation: current certified copy of entry to the National Court Register or Commercial Register, REGON (business entity identification number) certificate, and NIP (taxpayer identification number) certificate.
- 4.5 As a prerequisite to enter into an Agreement, the Operator may require:
 - 4.5.1 that the Subscriber provide documents which certify the ability to meet responsibilities towards the Operator;
 - 4.5.2 that the Subscriber receive a good financial credibility rating on the basis of data available to the Operator as permitted by law.
- 4.6 The Operator may refuse to enter into an Agreement with the Subscriber if:
 - 4.6.1 the Subscriber's financial credibility is questionable according to data available to the Operator or provided to the Operator by a business information office as set forth in the act of February 14, 2003 on the disclosure of commercial information;
 - 4.6.2 the Subscriber has refused to submit the data and documents set forth in para. 4.4, has provided misleading data, or has submitted documents which raise concern as to their authenticity or completeness;
 - 4.6.3 the Service cannot be provided for technical reasons, or if an event of Force Majeure has occurred which precludes the provision of the Service.
- 4.7 The Operator shall begin the provision of each Service on the Service Activation Date.
- 4.8 An Agreement for the Telephone Service may only be entered into with an Entity which is entitled to a telephone number on a fixed public telephone network, and has documented the fact by providing the Operator with an agreement for the provision of telephone services concluded between the Entity and a local provider with respect to the telephone number in question, or the last two telephone bills issued by a local provider for the telephone number in question with payment confirmation.
- 4.9 An Agreement for the Telephone Subscription Service may be entered into if the Subscriber terminates the use of telephone services provided by TP and begins to use the Telephone Subscription Service provided by the Operator, or if the Subscriber terminates the use of telephone services provided by another telecommunications company which uses the TP network wholesale access service and begins to use the Telephone Subscription Service provided by the Operator.
- 4.10 With respect to the Telephone Service, the Subscriber may transfer the rights and responsibilities under an Agreement to a third party, provided that it has obtained the Operator's prior written consent; otherwise, any such transfer shall be null and void. The Operator may request that the transfer of rights and responsibilities be made under an agreement executed between the Operator, the Subscriber and the third party. With respect to the Telephone Subscription Service, the transfer of rights and responsibilities under an Agreement to a third party shall require the Operator's prior consent (and the provisions of the first and second sentence of this Subsection shall apply, as appropriate), or shall be conditional upon the terms of cooperation with respect to the TP network wholesale access service as applicable at any given time.



- 4.11 Subject to the exclusions set forth in an Agreement or the Rules, any changes to such an Agreement shall require a written annex thereto, otherwise it shall be null and void.
- 4.12 Whenever possible, the Subscriber shall provide an electronic mail address using which the Operator shall communicate with the Subscriber with respect to issues related to the execution of the Agreement, including without limitation payments and settlements for Services.

Art.5.CHARGES

- 5.1 The Subscriber shall make payments for Services provided by the Operator pursuant to the provisions of an Agreement, on the basis of VAT invoices issued by the Operator as set forth in the Rules.
- 5.2 The Subscriber shall make payments within 14 days of the VAT invoice date unless a different term of payment is indicated in the invoice.
- 5.3 A standard Settlement Period shall be one month. In special cases, the Operator reserves the right to issue VAT invoices for Settlement Periods other than a month.
- 5.4 The Operator reserves the right to include fees for Services provided during previous Settlement Periods in VAT invoices issued, if such fees have not been listed in previous invoices.
- 5.5 Fees listed in invoices shall be due and payable:
- 5.5.1 in advance with respect to Subscription Fees;
- 5.5.2 in arrears with respect to other fees (including without limitation one-time fees and connections fees).
- 5.6 The Operator may request that the Subscriber pay a deposit or provide another type of collateral as acceptable to the Operator in order to secure any claims of the Operator against the Subscriber in relation to the performance of the Agreement.
- 5.7 The Operator shall have the right to deduct its receivables which are due and payable for the performance of the Agreement from the amount of the deposit or another type of collateral stipulated in para. 5.6.
- 5.8 The Operator shall repay the nominal amount of the deposit or another type of collateral to the Subscriber upon the final financial settlement of the Agreement, subject to para. 5.7.
- 5.9 Correspondence related to the Subscriber's payments and settlements shall be sent by the Operator to the electronic mail address set forth in para. 4.12, provided that all data security and confidentiality requirements shall be fulfilled as technically possible and pursuant to applicable Rules. In the event it is not possible to communicate as set forth above, correspondence shall be maintained using other means of communications.
- 5.10 The Subscriber shall make payments correctly, which means that such payments shall be made in a timely manner to a bank account indicated by the Operator and in the amount set forth in a VAT invoice.
- 5.11 If the Subscriber does not receive a VAT invoice by the date on which it has been usually provided to the Subscriber, then the Subscriber shall inform the Operator accordingly without delay.
- 5.12 The payment date of a VAT invoice shall be deemed to be the date on which the funds are credited to the Operator's account.
- 5.13 The Operator shall have the right to charge statutory interest on overdue payments. The interest due shall be indicated in separate interest notes.
- 5.14 When the Subscriber makes a payment, the Operator shall be entitled to credit the current payment first towards the oldest liability of the Subscriber (principal receivables pursuant to invoices), and then towards the statutory interest as charged by the Operator.
- 5.15 The Operator shall have the right to change the prices of the Services it provides at any time unless stated otherwise in the Agreement or the Special Offer Terms and Conditions. The Operator shall notify the Subscriber in writing of any change and publish any change to the Price List, in advance of at least one month before the effective date. Such notification shall include information that the Subscriber is entitled to terminate the Agreement due to non-acceptance of such change. If the change includes a price increase, such notification shall also include information that if the Subscriber terminates the Agreement, the Operator shall not be entitled to demand compensation or return of bonuses, except if such change is introduced due to an amendment of legal regulations. The Price List change shall be binding upon both Parties unless the Subscriber terminates the Agreement at least 5 Workdays before the effective date of the change. If the Subscriber terminates the Agreement, such termination shall be effective at the end of the last day before the effective date of the change.
- 5.16 If a provision of a Service under an Agreement does not cover an entire calendar month, then the Subscription Fee shall be calculated as 1/30 of the monthly Subscription Fee for each day of Service provision or part thereof.

Art.6.PRINCIPLES, PROCEDURE, AND DEADLINES OF SUBMITTING AND PROCESSING COMPLAINTS

- 6.1 The Subscriber is entitled to submit a complaint about an Operator's failure to meet the Service starting date, non-performance or inadequate performance of the Agreement, or incorrect calculation of the charges for the Services. Such complaint may be submitted within 12 months from the last day of the Billing Period in which the Service downtime ended or from the date of non-performance or inadequate performance of the Service, or from receipt of an invoice with an incorrectly calculated charge. A complaint submitted after the abovementioned deadline shall not be considered and the Operator's unit responsible for complaint processing shall notify the submitter of such fact without delay.
- 6.2 A complaint may be submitted to any customer-care unit of the Operator – in writing, by telephone, or orally using a report completed by the Operator, as well as using other means of remote communications, including electronic means. If a complaint is submitted in writing, by telephone or using other means of remote communications, including electronic means, then the Operator shall confirm receipt in writing within 14 days of the submission date. If a complaint is made orally using a report or in writing at the Operator's premises, then an authorized representative of the Operator who receives the complaint shall acknowledge the receipt thereof promptly in writing.
- 6.3 A complaint shall include the following details:
- 6.3.1 the Subscriber's first and last name or business name and the address of residence or registered office;
- 6.3.2 the identification of the subject matter of the complaint and the period covered by the complaint;
- 6.3.3 a description of circumstances which justify the complaint;
- 6.3.4 the number assigned to the Subscriber to which the complaint pertains, the Subscriber Code assigned by the Operator, or the address of the SAP;
- 6.3.5 the Agreement date and the Service commencement date set forth therein if the complaint pertains to a failure by the Operator to meet the SAD commitment set forth in the Agreement for reasons attributable to the Operator;
- 6.3.6 the amount of compensation or other liability if the Subscriber requests that such amounts be paid;
- 6.3.7 the bank account number or address appropriate for the payment of the compensation or other liability, or a request to credit such against future payments;
- 6.3.8 the Subscriber's signature - if the complaint is made in writing.
- 6.4 The address to which the Subscriber may submit complaints shall be specified in the Agreement
- 6.5 The complaint submission date shall be a date on which the complaint is received by the Operator.
- 6.6 If the complaint submitted in writing, orally, or by phone fails to comply with the conditions set forth in sections 6.3.1–6.3.5 or 6.3.7–6.3.8, the Operator representative receiving the complaint shall inform the Subscriber without delay about the need to supplement it. If the complaint fails to comply with the conditions set forth in sections 6.3.1–6.3.5 or 6.3.7–6.3.8 and the Operator deems it necessary to supplement the complaint in order to properly process it, the Operator shall request the Subscriber to provide the missing information within



- a deadline not shorter than 7 days, indicating its scope and informing the Subscriber that a failure to meet the deadline will result in the complaint being left unprocessed. If such deadline expires without effect, the complaint shall be left unprocessed. If the complaint does not specify the amount contemplated in section 6.3.6, but the entitlement to compensation or return is unquestionable, the amount shall be deemed specified implicitly in the complaint.
- 6.7 The Operator shall respond to each complaint in writing within 30 days of submission. If a complaint regarding a Service is not considered within 30 days of submission, the complaint shall be assumed to have been accepted.
- 6.8 The Operator's response to a complaint shall include:
- 6.8.1 a name of the Operator's organizational unit which considers the complaint;
 - 6.8.2 a reference to the legal basis;
 - 6.8.3 a decision regarding the acceptance or rejection of the complaint;
 - 6.8.4 if compensation is awarded, the amount due and the term of payment;
 - 6.8.5 if another liability is paid, the amount and the date of repayment;
 - 6.8.6 notice regarding the completions of the complaint procedure and the right to raise claims before a common court of law;
 - 6.8.7 the signature of an authorized employee representing the Operator, and information regarding the employee's position.
- 6.9 In the event a complaint is rejected in its entirety or partially, the response to the complaint shall:
- 6.9.1 include additionally the factual and legal reasons for rejection;
 - 6.9.2 be delivered to the Subscriber who has made the complaint by registered mail.
- 6.10 The instigation of the complaint procedure shall not release the Subscriber from the responsibility to pay the VAT invoice for the Settlement Period during which the event occurred that, according to the Subscriber, justifies the submission of the complaint.
- 6.11 If the subject matter of an accepted complaint is an incorrect calculation of an amount due for the provision of a Service, then the amount in question shall be refunded by crediting it against amounts due to the Operator for the provision of Services to the Subscriber. If it is not possible to refund the amount due in the manner stipulated above, then the appropriate amount shall be transferred by the Operator to a bank account indicated by the Subscriber. If the claimant is a Consumer, then the amount due shall be refunded at the claimant's discretion by crediting it against the amounts due for the provision of Services to the Subscriber, or the appropriate amount shall be refunded by bank transfer to the indicated bank account or address (by remittance).
- 6.12 In the event the Operator has any undisputed, due and payable claims against the Subscriber, the Operator may deduct such claims from the Subscriber's claims against the Operator which resulted from the acceptance of a complaint.

Art.7.SUSPENSION, TERMINATION AND EXPIRATION OF A SUBSCRIBER AGREEMENT

- 7.1 The Operator shall have the right to suspend the provision of a Service:
- 7.1.1 if the Subscriber is in arrears on payment for more than 30 days despite having been notified at least seven days in advance of the planned date for the restriction or suspension of the Service;
 - 7.1.2 if the User has taken action which may cause damage to the Operator's Network or disrupt the correct operation of the Operator's system used to provide or monitor a Service and the Operator's infrastructure, including without limitation the use of equipment other than the Equipment which does not comply with the required standards;
 - 7.1.3 if the Subscriber fails to comply with the Rules, the Agreement or provisions of the law in relation to the Service provided;
 - 7.1.4 for other reasons as set forth in the Rules or the Agreement.
- 7.2 If Services have been suspended for reasons attributable to the Subscriber, the Subscriber shall not be relieved from the responsibility to pay charges pursuant to the Pricelist for the duration of such suspension or restriction.
- 7.3 The suspension of a Service shall not relieve the Subscriber from the responsibility to pay the fees for the Services provided which have accrued prior to the Service suspension date.
- 7.4 The Subscriber may submit a request for a temporary suspension of a Service in writing; otherwise, any such request shall be null and void. The maximum duration of such suspension shall be 12 months. The Subscriber may not submit a request for the suspension of a Service earlier than one complete Settlement Period after the launch of the Service. During the suspension of a Service at the Subscriber's request, the Subscriber shall pay the Subscription Fee in the amount and as set forth in the Pricelist. The suspension of a Service shall become effective on the first day of the next Settlement Period which follows the Settlement Period during which the Subscriber submitted a relevant request, provided that the request shall be submitted 5 Business Days before the end of a Settlement Period at the latest. In the event the above date is not observed, the Operator may refuse to suspend the Service during the period requested, or may consider the request to have been submitted during the next Settlement Period.
- 7.5 The Operator shall resume the provision of suspended Services after the reasons for such suspension have ceased to exist, particularly after all outstanding amounts due have been credited to the Operator's account.
- 7.6 The Operator may charge a separate fee as defined in the Pricelist for the reactivation of a Service or the removal of other restrictions imposed on the Subscriber if the foregoing have resulted from the Subscriber's acts or omissions.
- 7.7 In the case of an Agreement concluded for an indefinite period of time, either party shall have the right to terminate such an Agreement upon one month's notice, effective at the end of a Settlement Period.
- 7.8 The Subscriber shall have the right to terminate an Agreement immediately if the Subscriber has been unable to use a Service for a period of 30 consecutive days for reasons attributable to the Operator.
- 7.9 Notwithstanding the provisions of para. 7.1, the Operator shall have the right to terminate an Agreement immediately under the circumstances set forth in para. 7.1 if any breach thereof is not cured within such additional time as assigned by the Operator for that purpose in a request to cure such a breach, provided that such time shall not be less than 5 Business Days.
- 7.10 The Operator shall have the right to terminate the Agreement immediately if:
- 7.10.1 the provision of Services has been suspended for the reasons set forth in para. 7.1 for a period of at least 14 days, and the Subscriber has not cured the breach which caused such suspensions as indicated in the additional request sent by the Operator;
 - 7.10.2 the Subscriber has been using Services provided by the Operator illegally or in a manner other than intended.
- 7.11 The Agreement shall be terminated in the event of:
- 7.11.1 the termination of the Operator's business, including without limitation the loss of authorization to provide telecommunications services;
 - 7.11.2 the expiration of its term;
 - 7.11.3 the termination of the Subscriber's legal personality if the Subscriber is a Business, unless such termination of the Subscriber's legal personality results from the assumption of its rights and responsibilities by a legal successor who has acquired the Subscriber or has been established as a result of the demerger, transformation or merger as provided by law;
- 7.12 The Operator may terminate an Agreement upon one month's notice, effective at the end of a Settlement Period, if a Service cannot be provided due to technical considerations.
- 7.13 Upon the expiration or termination of an Agreement, the Subscriber shall:



- 7.13.1 cease to use the Services or Equipment; and
- 7.13.2 allow the Operator to access the Premises in order to remove the Equipment.
- 7.14 The Agreement shall be terminated in writing, otherwise any such termination shall be null and void.
- 7.15 During the notice period, the Subscriber shall pay all fees for the use of the Operator's Services calculated pursuant to the Agreement being terminated.
- 7.16 If an Agreement for a definite period of time has not been entered into under the Special Offer Rules or in relation to a discount granted, then in the event the Agreement is terminated by the Operator for reasons attributable to the Subscriber, or in the event it is terminated by the Subscriber before the expiration of the Minimum Service Provision Period, the Operator shall be entitled to claim liquidated damages in the amount of the monthly Subscription Fee multiplied by the number of months remaining until the end of the Minimum Service Provision Period. For each day (or part thereof) of the incomplete Settlement Period remaining until the end of the Minimum Service Provision Period, the amount of liquidated damages shall be calculated as the equivalent of 1/30 of the Subscription Fee.
- 7.17 If an Agreement has been entered into in relation to a discount granted to the Subscriber, any claim due to the unilateral premature termination of the Agreement by the Subscriber or by the Operator for reasons attributable to the Subscriber may not exceed the value of such discount, diminished by the value proportional to the period from entering into the Agreement to the termination date.
- 7.18 The Subscriber requesting the number to be ported may terminate the Agreement without satisfying the termination conditions set forth in the Agreement. In such case, the Operator shall be entitled to the claim under section 7.16 or 7.17, for premature termination before the Minimum Service Provision Period.

Art.8.EQUIPMENT

- 8.1 If it is necessary to install Equipment at the Subscriber's premises in relation to the provision of a Service, then such Equipment shall be installed by the Operator or other parties designated by the Operator, including but not limited to the Operator's subcontractors. The Equipment shall be stored at the Premises and shall be used by the Subscriber in accordance with instructions provided by the Operator or other parties designated by the Operator, including but not limited to the Operator's subcontractors.
- 8.2 The Subscriber shall exercise due care with respect to the Equipment, and in particular, the Subscriber shall not alter or modify the Equipment, or attach the Equipment to devices which are not designed to interoperate with the Equipment, devices which do not meet appropriate respective technical standards, or devices without valid type approval certificates. The Operator may, at its sole option, charge the Subscriber with the cost of repairing or purchasing Equipment damaged for reasons attributable to the Subscriber, including but not limited to the Subscriber's use of a device which fails to meet the above requirements.
- 8.3 The Operator shall have the right to charge the Subscriber with the cost of Equipment repairation if it is determined that the damage has been caused by:
 - 8.3.1 interference with the Equipment by the Subscriber or by unauthorized third parties; or
 - 8.3.2 mechanical damage to the Equipment which could not have occurred during proper operation of the Equipment; or
 - 8.3.3 failure to notify the Operator of malfunctions of, faults of or damage to the Equipment.
- 8.4 The Subscriber shall make it possible for authorized representatives of the Operator to perform tests and operation or control of the Equipment at times agreed upon with the Subscriber, at least once every quarter.
- 8.5 The Subscriber agrees not to remove or alter any identification marks placed on the Equipment.
- 8.6 The Subscriber's responsibilities with respect to the Equipment and the Subscriber's liability for the Equipment shall remain in force until such time as the Operator removes the Equipment from the Premises.
- 8.7 The Operator shall remove the Equipment from the Premises within 30 days of the expiration or termination of the Agreement. If the Subscriber refuses to release the Equipment, fails to provide the Operator with access to the Premises for the uninstallation of the Equipment, or returns the Equipment in a damaged state which prevents correct operation, the Operator shall be entitled to charge the Subscriber with an additional fee as set forth in the Pricelist.

Art.9.NUMBERING UNDER THE TELEPHONE SUBSCRIPTION SERVICE

- 9.1 The Subscriber shall retain the subscriber number (or numbers) that it had been using before entering into the Agreement.
- 9.2 The Operator may change the numbering range assigned in the event it is necessary for technical or operational reasons. The Operator shall notify the Subscriber in writing of any planned changes to the Subscriber's individual numbers, and shall provide such new numbers at least 90 days in advance of the effective date of such a change.
- 9.3 The Subscriber may submit a written request to the Operator to change the assigned number if the use of such number is inconvenient for the Subscriber.
- 9.4 In the event of a change to the place of residence, place of business or business location, the Subscriber may request that the assigned number be transferred within the area code as part of the existing Operator's Network.
- 9.5 In the cases set forth in para. 9.3 or 9.4, the Subscriber's request shall be processed in a maximum 21 days.

Art.10.SUBSCRIBER CODE WITH PIN PASSWORD

- 10.1 The Subscriber Code with PIN Password shall allow the identification and authorization of the Subscriber in the Operator's electronic support system.
- 10.2 Subject to the technical feasibility, each Subscriber shall be assigned a unique Subscriber Code with PIN Password.
- 10.3 The Parties to the Agreement agree that any activities performed using the Subscriber Code with PIN Password shall be considered by the Parties to have been performed by the Subscriber.
- 10.4 The Subscriber shall:
 - 10.4.1 not disclose the Subscriber Code with PIN Password to third parties;
 - 10.4.2 exercise due care to protect the Subscriber Code with PIN Password against access by third parties.
- 10.5 The Subscriber shall be responsible for any activity performed using the Subscriber Code with PIN Password.

Art.11.TELECOMMUNICATIONS SECRETS

- 11.1 The Operator shall ensure the confidentiality of communications over telecommunications networks (hereinafter referred to as "telecommunications secrets"), including:
 - 11.1.1 User data;



- 11.1.2 individual message contents;
 - 11.1.3 transmission data, i.e. data processed for messaging purposes in telecommunications networks or for the calculation of Service fees, including location-based data, which means all data processed in a telecommunications network which indicate the geographical location of the Service User's terminal equipment;
 - 11.1.4 location data, which means location-based data extending beyond data required to transmit a message or issue an invoice;
 - 11.1.5 data regarding attempted connections between specific endpoints of the telecommunications network.
- 11.2 The Operator shall be entitled to process the following data with respect to each User being a natural person:
- 11.2.1 first and last name;
 - 11.2.2 parents' first names;
 - 11.2.3 place and date of birth;
 - 11.2.4 address of permanent residence;
 - 11.2.5 PESEL number (for citizens of Poland);
 - 11.2.6 name, series and number of the proof of identity - passport number or residence card number for foreign nationals being citizens of states outside the European Union or the European Economic Area;
 - 11.2.7 data contained in documents which certify the ability to meet obligations to the Operator under the Agreement.
- 11.3 Upon the permission of the User being a natural person, the Operator may process the User's other data in relation to the Service provided, including but not limited to:
- 11.3.1 NIP (VAT ID);
 - 11.3.2 bank account number or credit/debit card number;
 - 11.3.3 correspondence address for the User if different from the User's permanent residence address;
 - 11.3.4 electronic mail address and contact telephone numbers.
- 11.4 The processing of data for Users other than natural persons may include without limitation:
- 11.4.1 name;
 - 11.4.2 place of business and address;
 - 11.4.3 documents which certify the ability to meet obligations to the Operator under the Agreement;
 - 11.4.4 NIP (VAT ID);
 - 11.4.5 REGON (statistical ID);
 - 11.4.6 type of business;
 - 11.4.7 bank account number;
 - 11.4.8 correspondence address for the User (if different from User's place of business), electronic mail address and contact telephone numbers.
- 11.5 The Operator shall be entitled to process User data during the term of an Agreement and thereafter in order to raise claims or as otherwise required under the Law and other Rules.
- 11.6 Individuals acting on behalf of the Operator may interfere with a call in progress solely for the purpose of repairing a failure, fixing disruptions or otherwise as related to the maintenance of the telecommunications network or the provision of a Service, provided that such interference shall be stated to individuals involved in the call.
- 11.7 The Operator shall exercise due diligence, as technically or economically reasonable, in the protection of telecommunications equipment, telecommunications networks and data records against the disclosure of telecommunications secrets.
- 11.8 In order to ensure messaging security in relation to Services provided, the Operator shall take appropriate technological and organizational measures commensurate with the level of threat to the security of respective Services provided.

Art.12.LIABILITY

- 12.1 The Operator shall be liable for Qualified Failures only. The Operator's liability towards the Subscriber for non-performance or inadequate performance of the Agreement is limited to the services specified in the Agreement or the Rules. Except for damages due to intentional guilt of the Operator, the Subscriber may not claim an indemnification exceeding contractual penalties or other services expressly specified in the Agreement or the Rules.
- 12.2 The Operator shall not be liable to the Subscriber for any indirect losses or lost benefits of the Subscriber or its customers, including without limitation the loss of revenue or profits, loss of business or opportunities, or loss of anticipated savings.
- 12.3 Liquidated damages and other remedies set forth in an Agreement or in the Rules shall be the sole compensation due to the Subscriber under the Operator's liability for the nonperformance or undue performance of the Agreement.
- 12.4 The Subscriber shall be liable for the acts or omissions of any other party using a Service as for its own acts or omissions.
- 12.5 For a failure to meet the Service commencement date set forth in an Agreement, the Subscriber may demand a contractual penalty in the amount of 1/30 of the one-time installation fee set forth in the applicable Pricelist for each day of delay, provided that such damages shall not exceed the installation fee.
- 12.6 With respect to the Telephone Service, the Operator shall not be liable for the consequences of the nonperformance or undue performance of telecommunications services by other telecommunications companies.
- 12.7 The Subscriber shall be liable for:
- 12.7.1 any consequences of the use of a Service, regardless of who orders or uses such Service;
 - 12.7.2 the correct operation of the terminal equipment owned by the Subscriber, including the correct configuration thereof;
 - 12.7.3 any damages caused by the Subscriber's actions which consist in damage to or destruction of telecommunications lines or other equipment which is not owned by the Subscriber and which is used for the performance of the Service to the Subscriber located at the Premises, property or space managed by the Subscriber.
- 12.8 For each day of interruption in the provision of a Service paid for on periodic basis, at the Subscriber's request, liquidated damages shall be paid to the Subscriber in the amount of 1/30 of the average monthly fee calculated according to the amounts of VAT invoices (exclusive of VAT) for the last three Settlement Periods with respect to the Line on which a Qualified Failure has occurred. Liquidated damages shall not be due if the total duration of interruptions resulting from Qualified Failures in the Settlement Period has been less than 36 hours. The total amount of liquidated damages in a particular Settlement Period due for the nonperformance or undue performance of the Agreement on a particular Line cannot exceed thirty percent of the average monthly fee calculated according to amounts of VAT invoices (exclusive of VAT) for the last three Settlement Periods with respect to the Line.
- 12.9 The Operator shall not be liable for content and data transferred, stored or made available by the Subscriber using a Service. The Operator shall not monitor the Subscriber's activities in that respect in any manner. The Subscriber shall be liable for the content transferred by the Subscriber and the consequences thereof exclusively.
- 12.10 Neither Party shall be liable for the nonperformance or undue performance of an Agreement due to an event of Force Majeure.
- 12.11 The contractual penalty shall be paid within 14 days from processing the Subscriber's complaint.



Art.13.FINAL CONSIDERATIONS

- 13.1 All issues which are not provided for in the Rules shall be determined by the provisions of the Civil Code, the provisions of the Law and secondary legislation based on the Law.
- 13.2 The Subscriber shall notify the Operator promptly in writing of any changes to the Subscriber's data disclosed in connection with the execution of an Agreement, including without limitation the Subscriber's (business) name, status of business, place of business, address (correspondence address), NIP (VAT ID), REGON (statistical ID), identity card, phone numbers of the Subscriber's organizational units responsible for the execution of the Agreement, and the electronic mail address as set forth in para. 4.12.
- 13.3 Any change to the Subscriber's business name, status of business, address (correspondence address), place of business, NIP (VAT ID), or REGON (statistical ID) shall require that an annex to the Agreement be signed. Changes to telephone numbers of the electronic mail address as set forth in para. 13.2 shall become effective upon successful notification to the Operator, and shall not require an annex to the Agreement.
- 13.4 In the event the Subscriber fails to meet the responsibility set forth in para. 13.2, any correspondence sent to the Subscriber using the existing data shall be considered to have been delivered successfully.
- 13.5 In the event of any discrepancies between provisions of an Agreement and of the Rules, provisions of an Agreement shall prevail. In the event of any discrepancies between the provisions of the Rules and of the Special Offer Rules, the provisions of the Special Offer Rules shall prevail.
- 13.6 The Operator agrees that the Rules or an Agreement may be translated into other languages, provided that the Polish language version shall be binding with respect to any interpretation of the provisions of the Rules or the Agreement as required in connection with such translations.
- 13.7 The current Rules are available on the www.gts.pl website and shall be provided to the Subscriber free of charge together with the written Agreement, as well as on each request.
- 13.8 The Operator shall notify the Subscriber in writing of any proposed change to the Agreement terms and conditions set forth in the Rules, in advance of at least one month before the effective date thereof.
- 13.9 If the Subscriber does not accept the changes contemplated in section 13.8, the Subscriber may terminate the Agreement before the effective date of the changes and such termination shall be effective from the last day before the effective date of the changes. In such case, the Operator shall not be entitled to demand compensation or return of bonuses, except if such changes are introduced due to an amendment of the legal regulations (including removal of prohibited terms and conditions of the Agreement).
- 13.10 Any disputes which may arise in the performance of an Agreement shall be submitted by the Parties to a common court of law of competent jurisdiction for the Operator's location.