



Regulations on Provision of ISDN Voice Services

by ATM S.A. Joint stock company with its registered office in Warsaw (04-186) at ul. Grochowska 21 A (hereinafter ATM)

PART I GENERAL PROVISIONS

§ 1 SCOPE

These Regulations on Provision of Voice Services (hereinafter referred to as the “Regulations”) specify the general terms and conditions of the Operator providing voice telecommunications services (hereinafter referred to as the “Services”) within the scope of authorisations held pursuant to the Act.

§ 2. DEFINITIONS

- 2.1. Terms used herein, in singular or plural, shall mean:
- 2.1.1. Subscriber — the Entity which is a party to a written Agreement on provision of Services, concluded with the Operator;
 - 2.1.2. Price List — the list of telecommunications services together with the list of types and amounts of fees and principles of their calculation, enclosed to the Agreement;
 - 2.1.3. Service Activation Date (SAD) — the date specified in the Agreement, on which the Operator will commence Service provision; Business Day — a weekday, except for Saturdays and statutory holidays according to the Act of 18 January 1951 on statutory holidays (Journal of Laws 51.4.28, as amended) or another regulation constituting generally applicable law, which replaced the Act of 18 January 1951;
 - 2.1.4. ITU — the International Telecommunications Union;
 - 2.1.5. Qualified Failure — shall mean a failure which prevents the Subscriber from making calls using the Operator’s access line or from receiving traffic; however, excluding failures which meet at least one of the following conditions: (i) it results from a period of Service suspension, agreed upon between the Parties or permitted under the Agreement; or (ii) it results from violation of the Agreement by the Subscriber; or (iii) it is a result of Force Majeure; or (iv) it occurred outside the Operator’s network (however, the Equipment is considered a part of this network); or (v) it occurred in Subscriber’s Devices or the Subscriber’s Devices; or (vi) it is caused by the Subscriber; or (vii) the reason for not providing the Service were changes in configuration made by the Subscriber or an interaction between the Subscriber’s software and standard programmes; or (viii) it is impossible to use Internet ports or other connections to the Operator’s network according to their purpose; or (ix) there is no electricity supply to the Subscriber’s Devices or the Subscriber’s Devices; or (x) electricity supply parameters in the Subscriber’s Devices or the Subscriber’s Devices are incorrect; (xi) or failure to maintain parameters regarding air conditioning in collocation premises;
 - 2.1.6. The Minimum Term of Service Provision (MTSP) — the guaranteed term of the Agreement, commencing on the Service Activation Date, during which neither of the Parties can terminate the Agreement without sanctions specified herein or in the Agreement, excluding cases specified herein or in the Agreement where the Parties are entitled to terminate the Minimum Term of Service Provision;
 - 2.1.7. Destination Number — the telephone number specified by the Subscriber and accepted by the Operator, to which incoming calls to the Access Number shall be directed;
 - 2.1.8. Access Number — the number whose format is compliant with the principles specified in the National Numbering Plan (NNP), used to execute a call initiated by the Subscriber;



- 2.1.9. Settlement Period — the period for which the Subscriber's liabilities towards the Operator due to provided services are settled, commencing and ending on the days of the calendar month specified by the Operator;
- 2.1.10. Operator — the telecommunications enterprise ATM S.A. with its registered office in Warsaw;
- 2.1.11. Subscription Fee — a regular fee borne by the Subscriber for access to the Operator's network and the possibility to use Services provided by the Operator, whose amount is specified in the Agreement;
- 2.1.12. National Numbering Plan (NNP) — the numbering system established in the Republic of Poland, ensuring telephone call performance;
- 2.1.13. Entity — a natural person conducting business activity, a legal person or an organisational entity without legal personality, established in accordance with the provisions of the law;
- 2.1.14. Calls covered by the Info Service — a section of a telephone call from the calling entity to the Operator's network or Device or the Subscriber's Device;
- 2.1.15. Service Access Point (SAP) — a technical point which constitutes the end of the network where the Operator's network connects to the Subscriber's infrastructure. The Service is considered provided when it is available at the SAP. For an access line, the SAP has the form of a port on the Equipment located in the Subscriber's registered office or another location specified in the Agreement. The type of interface in the SAP is defined in the Agreement. In the case of provision of the Service together with a router managed by the Operator, the limit of liability shall be this router's interface with direct connection to the Subscriber's infrastructure/Device. The SAP shall be the limit of the Operator's liability for provided Services;
- 2.1.16. Man-hour — each commenced working hour of the Operator's or its subcontractor's employee;
- 2.1.17. Equipment or Devices — equipment provided by the Operator to the Subscriber, which shall remain the Operator's property both during the term of the Agreement and after its expiration, necessary for the Subscriber to use the Service and managed by the Operator on terms specified in the Agreement;
- 2.1.18. Supporting Equipment — Equipment dedicated to the Subscriber on terms and conditions specified in the Agreement, not covered by the monitoring service;
- 2.1.19. Agreement — the Agreement on provision of Services;
- 2.1.20. Subscriber's Devices — devices necessary to use the Service, constituting the Subscriber's property and managed by the Subscriber. The Subscriber may order the Operator to configure, maintain and remove defects from the Subscriber's Devices for a fee;
- 2.1.21. User — the Entity using Services provided by the Operator or requesting their provision;
- 2.1.22. Act — the Act of 16 July 2004 — Telecommunications Law (Journal of Laws No 171, item 1800, as amended) or another regulation constituting generally applicable law, which replaced the Act of 16 July 2004.

Terms not identified in the Regulations and defined in the Act have been used in the Regulations in accordance with the meanings assigned by the Act.

§ 3.

GENERAL TERMS AND CONDITIONS OF SERVICE PROVISION

- 3.1. The Operator shall provide Services on terms specified in the Agreement and the Regulations, within the scope of held authorisations, according to the Act. In the case of discrepancies between the provisions of the Agreement and the Regulations, the provisions of the Agreement shall prevail.
- 3.2. The Operator reserves an option to separately regulate the principles of using a Service due to specificity thereof.
- 3.3. The Operator shall not be held liable for contents and data collected and transmitted by the Subscriber and shall not exercise any control over the Subscriber's actions within this scope. The



Subscriber shall bear exclusive responsibility for contents transmitted by the Subscriber using the Operator's network.

- 3.4. The Subscriber shall use the Operator's Services according to their purpose and in accordance with the Agreement, Regulations and the applicable provisions of the law. The Subscriber shall use any data, information or software obtained using the Operator's network exclusively at its own risk.
- 3.5. Depending on the characteristics of the provided Service, the Operator guarantees maintenance of appropriate, generally accepted quality parameters of the Service on the level specified in the Agreement. The Operator reserves the right to modify the manner of Service provision, adequately to the scope and conditions resulting from held authorisations, as well as adequately to its technical capacity.
- 3.6. The Operator may make available to the Subscriber the services of other telecommunications enterprises with which it concluded appropriate agreements, on principles specified by these agreements. Services of other telecommunications enterprises to which the Subscriber has access thanks to the Operator's Services shall be provided on terms specified by these entrepreneurs and shall not be regulated by these Regulations.
- 3.7. When using services of other telecommunications enterprises, the principles concerning the processing of the Subscriber's data, the quality of provided services and well as settlement principles may differ from those applied by the Operator.
- 3.8. The Operator shall provide Services for the Subscriber's exclusive use. The Subscriber may not make Services provided pursuant to the Agreement available to third parties without the Operator's consent.

§ 4.

AGREEMENT WITH THE SUBSCRIBER

- 4.1. Provision of Services to the Subscriber by the Operator shall require a written Agreement, otherwise being null and void.
- 4.2. Services, save for exceptions stipulated in the Agreement, shall be provided for the Minimum Term of Service Provision, after which it is assumed that the service shall be provided for indefinite time period unless any of the Parties submits to the other Party, no later than thirty (30) days before the lapse of the Minimum Term of Service Provision, a written declaration that it does not wish to continue the Agreement. In such case, the Agreement shall be terminated with the lapse of the Minimum Term of Service Provision. If the Agreement is terminated after the lapse of the MTSP, unless the Agreement stipulates otherwise, the provision of paragraph 9.6 of the Regulations shall apply.
- 4.3. Declarations of will within the scope of executing, amending and terminating Agreements on behalf of the Operator shall be submitted and accepted by its authorised representatives.
- 4.4. Prior to concluding the Agreement, the Entity shall submit to the Operator the following data and originals or certified true copies of documents:
 - 4.4.1. identifying the legal status, in particular the current extract from the National Court Register or the Business Register or other official documents confirming facts reported to conclude the Agreement;
 - 4.4.2. specifying the registered office and the exact current correspondence address;
 - 4.4.3. a declaration on assignment of the Statistical ID No (REGON);
 - 4.4.4. a declaration on assignment of the Tax ID No (NIP), issued by the relevant Tax Office;
 - 4.4.5. a confirmation of the legal title to the premises where the SAP is to be executed, or the approval referred to in paragraph 5.2;
 - 4.4.6. if the representative is not entered into the register of the Entity that wishes to conclude the Agreement, they should present a valid power of attorney, submitted in writing, bearing a legible signature of the person or persons authorised to represent the Entity in accordance with the current extract from the Entity's register, bearing the mandator's stamp. Payment of



stamp duty is the responsibility of the mandator. Representatives of the Entity shall present a personal ID, a passport or a different document with photograph, explicitly identifying the given person.

- 4.5. The Operator shall be authorised to demand that the Subscriber present documents other than those described above if the documents referred to above are damaged or there are justified doubts regarding their authenticity or completeness.
- 4.6. The Operator may refuse to conclude an Agreement with an Entity:
 - 4.6.1. with regard to which there are reservations as to its payment credibility, resulting among others from data possessed by the Operator, pursuant to legal provisions;
 - 4.6.2. which is in arrears with payments towards the Operator or with which the Operator has terminated the Agreement due to failure to execute the provisions of the Regulations or the Agreement;
 - 4.6.3. which refuses to present data and documents referred to in paragraph 4.4 or presents false data or documents which give rise to doubts regarding their authenticity or completeness;
 - 4.6.4. if it is technically impossible to connect the Entity to the Operator's network.
- 4.7. The Subscriber shall indicate a mail correspondence address or an e-mail box using which the Operator will contact it in cases concerning Agreement implementation, in particular payments and settlements for the Services.
- 4.8. The Subscriber shall immediately notify the Operator in writing of any changes in the Subscriber's data revealed in connection with conclusion of the Agreement, in particular: the Subscriber's name (business name), legal form, the Subscriber's registered office, including the correspondence address, the Tax ID No (NIP), the Statistical ID No (REGON), telephone numbers of the Subscriber's services responsible for Agreement implementation, the e-mail address referred to in paragraph 4.7.
- 4.9. Change of the Subscriber's business name, legal form, the Subscriber's address (correspondence address), the Subscriber's registered office, the Tax ID No (NIP), the Statistical ID No (REGON), shall require conclusion of a written annex to the Agreement. Change of telephone numbers or the e-mail address, referred to in paragraph 4.8., shall become binding upon effective notification of this fact to the Operator and shall not require an Annex to the Agreement. A notification shall be deemed effective once the Operator confirms that it has acquainted itself with the contents of the notification.
- 4.10. If the Subscriber fails to fulfil the obligation referred to in paragraphs 4.8 and 4.9, the Operator may suspend provision of Services until the Subscriber fulfils this obligation; moreover, any correspondence addressed to the Subscriber's previous address shall be deemed correctly delivered with all consequences for the Subscriber following from this fact.
- 4.11. Any amendments to the Agreement, including a change in the numbering range, excluding the case referred to in the second sentence of paragraph 4.9 above, shall require conclusion of a written Annex by duly authorised representatives of the Operator and the Subscriber, otherwise being null and void.
- 4.12. The change of terms and conditions and the scope of provided Services shall become effective on the first day of the new Settlement Period following the Settlement Period in which the Parties signed the Annex to the Agreement, unless the provisions of the Annex stipulate otherwise.
- 4.13. The Subscriber may transfer rights and obligations under the Agreement to a third party provided that it receives prior written approval of the Operator, otherwise such transfer being null and void. Fees related with assignment of rights and obligations, in particular resulting from the necessity to transfer the Equipment and Devices, shall be collected from the current Subscriber, according to rates specified in the Agreement. The current Subscriber shall also be obliged to settle all receivables for Services arising from the date of assignment. This obligation must be fulfilled before the assignment unless the parties agree otherwise, with the knowledge and upon written approval of the Operator. The Subscriber may not carry out an assignment to a third party other than the assignment which was subject to the Operator's written approval. The Operator may demand the



assignment to take place on the basis of an arrangement concluded by and between the Operator, the Subscriber and the third party.

§ 5. SAP INSTALLATION. SERVICE ACTIVATION

- 5.1. The Operator, within the scope described in the Agreement, shall ensure necessary Equipment and install SAP to render the Services to the Subscriber.
- 5.2. The condition for SAP installation by the Operator in the Subscriber's location specified in the Agreement (hereinafter referred to as the "Location") shall be the Subscriber having the legal title to the site/premises indicated in the Agreement. If the Subscriber holds a legal title to the real estate other than property right, the right of perpetual usufruct or co-operative right to the premises, SAP installation shall require the Subscriber to provide the Operator with a written approval issued, respectively, by the owner, perpetual usufructuary of the real estate or a member of the housing co-operative; in this document, they shall authorise the Operator, depending on the needs, to install the Equipment/Devices on the roof and in internal premises of the Location in connection with provision of Services to the Subscriber. Written approval shall also mean, respectively, a rental, tenancy or lease agreement which the Subscriber is obliged to sign.
- 5.3. Should it be required for the provision of a given Service, to realise SAP, the Subscriber shall, at its own cost:
 - 5.3.1. ensure adequate premises/site for installation of the Operator's Equipment/Devices, where SAP shall be installed;
 - 5.3.2. make available cable shafts, allowing for the Equipment/Devices to be connected;
 - 5.3.3. ensure adequate conditions for operation of the system, in particular electric power supply to the Equipment/Devices with adequate voltage and grounding;
 - 5.3.4. obtain any required permits for installation and construction works, including in particular permits of the owner/administrator and other operators in the Location;
 - 5.3.5. leave the site required to carry out construction and building works at the Operator's disposal.
 - 5.3.6. The Operator shall commence provision of the Service on the Service Activation Date, specified in the Agreement, unless circumstances arise which will prevent Service activation on this date, in particular actions or omissions of the Subscriber or third parties for which the Operator is not responsible, or unless events constituting Force Majeure occur. If the Operator commences the Service provision on a date other than that specified in the Agreement for reasons listed above, the Service Activation Date shall be deemed the date on which Service provision actually commenced.
 - 5.3.7. SAP installation shall be confirmed with a Final Acceptance Report (hereinafter referred to as "FAR"), signed by the Operator and the Subscriber. The report signature shall be equivalent to launching of the Services by the Operator and their acceptance by the Subscriber. The Operator reserves the option to unilaterally recognise completion of the installation and launching of the Service if the Subscriber fails to sign the FAR without providing a significant justification within 3 days of the date of notification about completion of the installation, delivered in a letter against receipt confirmation. In spite of a situation described in the foregoing sentence, the Subscriber shall pay fees for provided Services in accordance with the Agreement. The provisions of this paragraph shall also apply in the case of changed configuration of the existent SAP, in the case of changed characteristics of provided Services or launching of new Services pursuant to an Annex to the Agreement.

§ 6. PAYMENT TERMS



- 6.1. The Subscriber shall pay for Services provided by the Operator in accordance with the wording of the Agreement, based on VAT invoices issued by the Operator, on principles specified in the Regulations, unless the Agreement provides otherwise.
- 6.2. The Subscriber shall make payments within 14 days of the date of the VAT invoice issuance.
- 6.3. The Settlement Period shall be a calendar month. For settlement purposes, it is assumed that a month has thirty days. In special cases, the Operator reserved the right to issue a VAT invoice for Settlement Periods other than monthly periods.
- 6.4. The Operator reserves the right to include, on the issued VAT invoice, fees for Services provided in previous Settlement Periods, unless they were included on previous invoices.
- 6.5. Fees specified on invoices shall be payable:
 - 6.5.1 in advance — in the case of Subscription Fees;
 - 6.5.2 in arrears — in the case of one-off fees, fees for calls or other fees following from the degree of use of the Services by the Subscriber.
- 6.6. The Operator may demand the Subscriber to pay a deposit or submit a different form of collateral, accepted by the Operator, as a collateral of possible claims of the Operator towards the Subscriber in connection with Agreement implementation. The deposit shall not constitute an advance payment or a prepayment for any receivables due to the Operator and shall be recorded on the Operator's separate ledger account. The type of the collateral and terms and conditions for its return shall be regulated in the Agreement.
- 6.7. The Operator shall be entitled to satisfy its payable receivable due to Agreement implementation from the deposit amount or another collateral, referred to in paragraph 6.6.
- 6.8. The Operator commits to return the nominal deposit amount or another subject matter of the collateral to the Subscriber upon the final financial settlement of the Agreement, subject to paragraph 6.7.
- 6.9. Correspondence regarding the Subscriber's payments and settlements shall be sent by the Operator, if technically possible, to the correspondence address or the e-mail address, referred to in paragraph 4.7, while observing all data security and confidentiality requirements, technically available within this scope and according to applicable provisions. The Subscriber may demand that VAT invoices be delivered by the Operator in the form of a letter. If the Subscriber, on the date of conclusion of the Agreement the latest, does not place a different instruction, it is deemed that it agrees to VAT invoices being made available in the manner described in paragraph 6.10 below.
- 6.10. Within the framework of existent technical possibilities, provided that the Subscriber agrees to VAT invoices for provided Services being made available in electronic form:
 - 6.10.1 The Subscriber shall receive information about the invoice being made available electronically over the Internet;
 - 6.10.2 The Operator shall not be obliged to send invoices in a letter in the form of printed documents;
 - 6.10.3 The Subscriber shall receive correspondence sent to the e-mail address indicated by the Subscriber as the contact address for settlements and for receiving invoices over the Internet in a regular manner, allowing for all payments and legal actions resulting from information from the Operator submitted in this manner, as well as from the Regulations and the Agreement.
- 6.11. The Subscriber shall make a correct payment, which shall mean, among others, timely settlement of due amounts to the bank account specified by the Operator, in the amount stated on the VAT invoice.
- 6.12. Should the Subscriber not receive the VAT invoice by the date by which it has been normally submitted to the Subscriber, the Subscriber shall immediately notify the Operator of this fact.
- 6.13. The VAT invoice payment date shall be the date of crediting the Operator's account.



- 6.14. The Operator reserves the right to determine, in the Agreement, the amount limit for fees for services rendered to the Subscriber during the Settlement Period.
- 6.15. If the amount limit referred to in paragraph 6.14 is exceeded, the Operator may block the Service. The Subscriber shall not be entitled to any claims towards the Operator as a result of this. The Service shall be unblocked on the first day of the Settlement Period following the Settlement Period, when the amount limit was exceeded, unless there are circumstances justifying the suspension of Service provision or amount limits change.
- 6.16. The Operator shall be entitled to accrue statutory interest on the overdue payments. The interest due shall be indicated on separate interest notes.
- 6.17. If the Subscriber makes a payment, the Operator shall be entitled to allocate the current payment, in the first place, towards the Subscriber's oldest liability (receivables primarily resulting from the invoice) and subsequently towards the statutory interest accrued by the Operator.
- 6.18. The Operator shall be entitled to change the prices of provided Services at any time.
- 6.19. If a change of prices for provided services involves an increase in prices, the Operator shall notify the Subscriber in writing about the scope of these changes and the date of their implementation, at least one Settlement Period in advance. The Subscriber shall be entitled to terminate the Agreement due to not accepting the increased prices. Should the Subscriber use this right, the Operator shall not be entitled to any compensation claim, subject to paragraph 10.5. A change of prices shall be binding to the Parties unless the Subscriber terminates the Agreement, no later than 7 Business Days by their effective date.
- 6.20. Adding new items to the Price List as a result of the Operator offering access to new Services shall not constitute a change in prices within the meaning of paragraphs 6.18 and 6.19.
- 6.21. The Operator shall register telephone calls made by Subscribers via the Operator's network. The register shall include, in particular, information concerning: the number initiating the call, the number to which the call is made, the call commencement date, the call commencement time (down to one second), the call duration (down to one second). The register shall constitute the basis for VAT invoice issuance.

§ 7. COMPLAINT PROCEDURE

- 7.1. The Subscriber may lodge a complaint regarding the non-performance or inadequate performance of the Agreement, the failure to meet, by ATM fault, the date for entering into the agreement or the start date of the communications service provisioning, or regarding the improper calculation of fees for telecommunication services, by sending it in written form to the ATM office or by e-mail to the address indicated at the ATM website or in the Agreement, or by lodging it verbally for the record, in writing or by telephone or using other remote communication means indicated by ATM, provided that there are no technical obstacles.
- 7.2. The complaint may be lodged within 12 months from the last day of the settlement period during which the interruption in the communications service provisioning ended, or from the day on which the service was inadequately performed or was to be performed, or from the day of delivery of the invoice containing improper calculation of fees for telecommunication services. A complaint lodged after that deadline shall be left without investigation, of which ATM shall notify the subscriber immediately. The date of lodging the complaint is defined as the day on which ATM receives the information containing the complaint.
- 7.3. The complaint should include:
 - 7.3.1. the Subscriber's first and last name or business name and address of residence or registered office;
 - 7.3.2. specification of the subject matter of the complaint and the period covered by the complaint;
 - 7.3.3. presentation of circumstances justifying the complaint;



- 7.3.4. the number assigned to the Subscriber, which is subject to the complaint, the Subscriber's code assigned by the operator or the SAP location address;
 - 7.3.5. the Agreement conclusion date and the date of Service provision commencement specified therein in the case of a complaint concerning failure to observe the SAD specified in the Agreement, attributable to the Operator;
 - 7.3.6. the amount of compensation or any other liabilities resulting from the Agreement or from provisions of the law – should the Complaining Party demand their payment;
 - 7.3.7. the bank account number or the adequate address for payment of compensation or another receivable or a request for their allocation towards future payments;
 - 7.3.8. the Subscriber's signature — in the case of a written complaint.
- 7.4. If the complaint is lodged in person by the Subscriber, in writing or verbally for the record, the authorized person is obliged to immediately confirm its receipt. If the complaint is lodged in writing by a letter, by telephone or in electronic form using remote communication means, ATM confirms its receipt within 14 days from the date of its lodging, unless it replies to the complaint before the lapse of that deadline. Confirmation of complaint receipt states the date of its lodging and the name, address and the correct telephone number of the ATM unit.
 - 7.5. If the complaint lodged verbally or in writing to ATM does not meet the conditions set forth in section 3 above, the authorized person representing ATM who receives the complaint shall be obliged – if he/she deems this necessary for proper investigation of the complaint – to immediately inform the subscriber of the need to supplement it. A non-supplemented complaint shall be left without examination.
 - 7.6. In the case where the complaint lodged in a manner other than indicated in section 5 above does not meet the conditions set forth in section 3 above, ATM, if it deems this necessary for proper investigation of the complaint, immediately calls the Subscriber to supplement it, stating a deadline not shorter than 7 days and the scope of that supplement, and informs that if the complaint is not supplemented within the set time, it shall be left without examination. Upon ineffective lapse of the designated date, the complaint shall be left without examination
 - 7.7. ATM is obliged to investigate the complaint within 30 days from the date it is lodged. The investigation of complaint is defined as a reply to the complaint sent by ATM to the Subscriber before the lapse of that deadline. In the event the complaint is not investigated within 30 days from the date of its lodging, it is deemed accepted.
 - 7.8. The Operator's response to the complaint shall include:
 - 7.7.1 the name of the Operator's unit considering the complaint;
 - 7.7.2 information on the date of lodging the complaint;
 - 7.7.3 resolution on recognising or refusal to recognise the complaint;
 - 7.7.4 if compensation or refund of other liability is awarded – specification of the amount and the date for its payment or refund, or indication that the amount of compensation or other liability shall be set off against future payments;
 - 7.7.5 information on the exhaustion of the complaint procedure and on the right to pursue claims under court proceedings;
 - 7.7.6 data identifying the authorized employee of the Operator's, including first name, family name and position held;
 - 7.9. If the acknowledgement of the complaint is refused in whole or in part, the reply to the complaint should also include factual and legal justification and should be delivered to the Subscriber by registered letter – in case where the reply is given in writing.
 - 7.10. ATM confirms the receipt of complaint and replies to it in writing.
 - 7.11. Upon the approval of the Subscriber, given in the complaint, in the Communications Service Delivery Agreement or in a separate statement, ATM confirms the receipt of complaint and replies to it in electronic form, to the given address of electronic mail or using another means for electronic communication, indicated by the Subscriber.



- 7.12. If the complaint is lodged in electronic form, using electronic communication means, ATM confirms the receipt of complaint and replies to it in electronic form, to the given address of electronic mail or using another means for electronic communication, indicated by the Subscriber. If the Subscriber does not indicate an electronic mail address or another means for electronic communication, ATM confirms the receipt of complaint and replies to it to the address of electronic mail from which the complaint was sent, or using the means for electronic communication which was used by the Subscriber to lodge the complaint.
- 7.13. If the reply to the complaint sent by ATM was not delivered to the Subscriber, upon the Subscriber's demand ATM shall immediately re-send that reply, its duplicate or copy. The Subscriber, in agreement with the Operator, determines the manner, form and shape in which the reply to the complaint, its duplicate or copy is to be delivered. At the request of the Subscriber, in the event of refusal to acknowledge the complaint in whole or in part, ATM re-sends the reply to the complaint, its duplicate or copy by registered mail, regardless of the form in which the original reply to the complaint had been sent. ATM shall not be obliged to re-send the reply to the complaint, its duplicate or copy to the Subscriber, if the circumstances of the case clearly indicate that the response to the complaint had been delivered to the Subscriber.
- 7.14. Commencement of a complaint procedure due to a complaint event shall not release the Subscriber from the obligation to settle the VAT invoice for the Settlement Period when the event justifying the complaint, according to the Subscriber, occurred, for services which are not subject of the complaint proceedings. Commencement of a complaint procedure on account of incorrect calculation of the amount due for the services shall not release the Subscriber from the obligation to pay for the questioned VAT invoice.

§ 8.

PROCEDURES IN THE CASE OF A FAILURE OR PLANNED TECHNICAL BREAK

- 8.1. The Subscriber shall report failures to the Operator's technical department immediately after their determination.
- 8.2. The Operator shall register a failure report (hereinafter referred to as the "Subscriber's Failure Report"), recording the time it was notified about it or when it notified the Subscriber about the failure (hereinafter referred to as the "Failure Report Time").
- 8.3. The Operator commits to ensure that Qualified Failures are removed within five (5) hours of the Failure Report Time. The time of removal of a Qualified Failure shall be recorded in the Subscriber's Failure Report. The Operator shall immediately notify the Subscriber about failure removal.
- 8.4. As part of Services rendered under the Agreement, the Operator shall ensure operability of the telecommunications network on the section from the SAP to the interconnection point with networks of other telecommunications enterprises.
- 8.5. The Operator's technical support is available 24/7. The Subscriber may report technical issues via telephone or e-mail to the appropriate number and addresses provided in the Agreement.
- 8.6. In the case of Subscribers who have been assigned a Subscriber Code, access to the Subscriber Service Office is only possible after providing the Subscriber Code. The Subscriber shall provide the Code each time. In the case no Code is provided, the report handling time may be prolonged. The Subscriber Service Office is competent for all issues resulting from Agreement implementation, except for failures referred to in paragraph 8.1.
- 8.7. In cases concerning technical support, only the person assigned by the Subscriber, according to the information provided in the Agreement, should contact the Operator.
- 8.8. If it is necessary to conduct installation or maintenance works, the Operator may periodically suspend services to conduct such works; however, such suspension shall take place according to the following procedure.



- 8.8.1. The Operator reserves the right to conduct planned works (the “Service Window”) on Saturdays between 3 and 6 a.m. The Subscriber shall be notified about the need for temporary disconnection together with the date, time and duration of the disconnection via e-mail, to the address specified in the Agreement, or to the correspondence address at least 7 days in advance. The Operator shall make all necessary efforts for the maintenance works to take as little time as possible, in particular when due to these works, it will be necessary to suspend Service provision, provided that the total time of planned works shall not exceed 4 hours per month.
- 8.8.2. In special cases, up to twice a month, when it is necessary to suspend the Service in connection with installation or maintenance works in periods other than those indicated in paragraph 8.8.1, the following procedure shall apply:
 - 8.8.2.1 the Operator shall contact the Subscriber in order to agree upon the date, time and duration of the planned Service suspension not later than 7 days before the planned Service suspension and shall confirm this with the Subscriber; and
 - 8.8.2.2 after completion of the planned works, the Operator shall notify the Subscriber about their completion immediately; and
 - 8.8.2.3 the Operator shall make all necessary efforts for the Services to be suspended outside the Subscriber’s regular business hours, during a period of the lowest Service use.
- 8.9. If the Operator finds faults, defects or properties of the Subscriber’s Equipment/Devices which may have negative effect on the Operator’s network, the Subscriber shall be obliged in writing to eliminate the irregularities within the specified deadline. After ineffective lapse of the deadline, the Operator shall be entitled to limit or suspend Service provision towards the Subscriber.

§ 9.

SUSPENSION, TERMINATION AND EXPIRATION OF THE AGREEMENT

- 9.1. The Operator reserves the right to suspend the provision of Services to the Subscriber:
 - 9.1.1 if the Subscriber exceeds the payment deadline by 7 days, upon prior notification sent to the Subscriber at least 3 days in advance;
 - 9.1.2 for other reasons specified in the Agreement or the Regulations.
- 9.2. If the Services were suspended for reasons attributable to the Subscriber, it shall not release the Subscriber from the obligation to pay Subscription Fees for the suspension period.
- 9.3. Service Suspension shall not release the Subscriber from the obligation to pay fees for the provided services, calculated before the date of Service suspension.
- 9.4. The Operator shall resume provision of suspended Services after the reasons for suspension cease, in particular after all overdue receivables are transferred from the Subscriber to the Operator’s account.
- 9.5. The Operator may collect a separate fee determined in the Agreement for reactivation of Services and removal of other limitations imposed on the Subscriber, if they resulted from the Subscriber’s action or omission, provided that the Agreement envisages such a fee.
- 9.6. In the case of an Agreement concluded for an indefinite time period, each of the Parties shall be entitled to terminate it with a two months' notice, effective at the end of the Settlement Period.
- 9.7. Agreement termination must be made in writing, sent in a registered letter against receipt confirmation to the address of the Party to the Agreement, provided that the date of notification shall be the date of its effective delivery to the other party to the Agreement.
- 9.8. During the notice period, the Subscriber shall bear all fees for using the Operator's Services, calculated according to the terminated Agreement.
- 9.9. Each Party may terminate the Agreement with immediate effect at any time, without the terminating Party being liable for terminating the Agreement under this procedure, if the other Party loses



financial liquidity or which are subject to open liquidation proceedings or over which receivership has been established.

- 9.10. Irrespective of the provisions of paragraph 9.9, the Operator may terminate the Agreement with immediate effect if:
 - 9.10.1 for reasons attributable to the Subscriber, Service provision has been suspended according to paragraph 9.1. of the Regulations, the suspension period lasts at least 7 days and the Subscriber did not follow the instructions included in the additional request sent by the Operator within 7 days; or
 - 9.10.2 the Subscriber uses Services provided by the Operator for purposes contrary to the law, in particular, it takes actions impeding or preventing provision or use of Services and such violations did not cease for fourteen (14) days of receiving a written request to cease them from the Operator; or
 - 9.10.3 the Subscriber lost the legal title to the premises to which the Operator's SAP was connected; or
 - 9.10.4 the Subscriber underwent any transformation, division or merger, as a result of which the Subscriber's financial credibility was reduced in the Operator's opinion.
- 9.11. Should either of the Parties terminate the Agreement, the Subscriber shall:
 - 9.11.1 immediately cease to use the Services, Equipment, Devices; and
 - 9.11.2 enable the Operator to enter the Subscriber's Location to remove the Devices or Equipment.
- 9.12. The Subscriber's obligations related to the Equipment or Devices and the Subscriber's responsibility for the Equipment or Devices shall remain effective until the Operator removes the Equipment or Devices from the Location.
- 9.13. The Operator shall make all necessary efforts to perform the tasks described in paragraph 9.12 within thirty (30) days of the date of termination or expiration of the Agreement, unless the Subscriber renders performance of such tasks within this time limit impossible. In the case of refusal to return or preventing dismantlement of the Equipment/Devices by the Subscriber within the time limit specified above, the Operator shall be entitled to calculate and fee the Subscriber with a contractual penalty equal to the reinstatement value of the Equipment/Devices on the date of Agreement termination or expiration, increased up to 50%.
- 9.14. The Agreement shall expire as a result of cessation of the Operator's activity, in particular if the Operator loses the rights to provide telecommunications services.

§ 10. CONTRACTUAL PENALTIES

- 10.1. If the Services fail to meet the required level, specified in the Regulations or the Agreement, the Operator shall pay the Subscriber a contractual penalty on principles and in the amount specified in the Regulations or the Agreement.
- 10.2. In the case of delays in launching the voice Service ordered by the Subscriber for reasons attributable to the Subscriber, the Operator shall be entitled to impose a contractual penalty on the Subscriber in the amount of 1/30 of the minimum fee or the Subscription Fee — if no minimum fee is specified in the Agreement — for each full day of delay, counting from the Service Activation Date determined in the Agreement until the actual date of service launching.
- 10.3. In the case of delays in launching the data transmission service or data centre services ordered by the Subscriber for reasons attributable to the Subscriber, the Operator shall be entitled to impose a contractual penalty on the Subscriber in the amount of 1/30 of the minimum fee or the Subscription Fee — if no minimum fee is specified in the Agreement — for each full day of delay, counting from the Service Activation Date determined in the Agreement until the actual date of service launching.
- 10.4. If the Subscriber terminates the Agreement within the scope of Service provision during the Minimum Term of Service Provision under a procedure other than specified in paragraph 9.9. or if



the Operator terminates the Agreement within the scope of Service provision during the MTSP pursuant to paragraph 9.9 or 9.10, the Subscriber shall pay the Operator all overdue fees due to implementation of a given Agreement as well as a contractual penalty in the amount of the minimum fee or the Subscription Fee — if no minimum fee is specified in the Agreement — for the period from the date of Agreement termination multiplied by the number of months remaining until the last day of the agreed upon MTSP. In the case of incomplete months remaining until the end of the MTSP, the penalty shall be calculated pro rata, assuming that each day remaining until the end of the MTSP equals 1/30 of the minimum monthly fee or the Subscription Fee if no minimum fee is specified in the Agreement.

- 10.5. In the case of unilateral termination by the Subscriber or by the Operator for reasons attributable to the Subscriber of the Agreement concluded in connection with a discount granted to the Subscriber by the Operator, prior to lapse of the MTSP determined in the Agreement, the Operator's compensation claim shall not exceed the discount granted to the Subscriber, determined in the Agreement.
- 10.6. If the Service Activation Date is not observed for reasons attributable to the Operator, the Operator shall pay a contractual penalty (hereinafter referred to as the "Penalty due to non-observance of the SAD") to the Subscriber and upon its request in the amount depending on the delay. The amount of the Penalty due to non-observance of the SAD shall be 3% of the installation fee for each full Business Day of delay.
- 10.7. When calculating the actual time of removal of a Qualified Failure, the time when the Operator is deprived of access to the Location where access is necessary to remove the Qualified Failure shall be omitted.
- 10.8. In the case of exceeding the time for removing a Qualified Failure, the Operator shall pay, upon the Subscriber's request, a contractual penalty (hereinafter referred to as the "Contractual Penalty due to a Qualified Failure"), calculated as 1% of the average net amount from the last three invoices paid by the Subscriber for each subsequent commenced 8 (eight) hours after exceeding 8 (eight) hours from the Failure Report Time, unless the Agreement provides otherwise.
- 10.9. The Contractual Penalty due to a Qualified Failure shall be payable exclusively with respect to an access line which may not be used by the Subscriber as part of Services due to the Qualified Failure.
- 10.10. The contractual penalty shall be settled in the form of a discount or adjustment of a VAT invoice:
 - 10.10.1. pursuant to paragraph 10.6, together with the Operator's first invoice; and
 - 10.10.2. pursuant to paragraph 10.8, together with the Operator's subsequent invoice, issued after the month in which the Qualified Failure was removed.
- 10.11. Contractual penalties shall be allocated towards fees due to implementation of a given Agreement. If allocation towards fees is impossible, the Operator shall pay the contractual penalty to the bank account specified by the Subscriber.
- 10.12. The monthly contractual penalty disbursed pursuant to paragraph 10.8 for each access line may not exceed 30% of average net amounts from the last three invoices paid by the Subscriber.
- 10.13. A Penalty due to non-observance of the SAD, specified in paragraph 10.6, may not exceed 50% of the installation fee for the Service to which failure to observe the Service Activation Date applied.
- 10.14. The Parties rule out the possibility for the Subscriber to pursue compensation exceeding the amount of contractual penalties specified in the Regulations or the Agreement due to non-performance or inadequate performance of the Agreement.
- 10.15. The Operator reserves the right to collect fees for man-hours if it is determined that the failure was caused by the Subscriber or occurred in its resources.

**§ 11.
EQUIPMENT, DEVICES**



- 11.1. If, in connection with Service provision, it proves necessary to install the Equipment in the Subscriber's premises, this Equipment shall remain the Operator's property throughout the term of the Agreement as well as after its termination or expiration. The Equipment shall be stored in the Location and shall be used by the Subscriber according to the Operator's instructions. After termination or expiration of the Agreement, the Operator — within time limit agreed upon with the Subscriber — shall uninstall the equipment and accept it at its own cost.
- 11.2. The Subscriber shall take due care of the equipment; in particular, the Subscriber may not alter or modify the Equipment or connect the Equipment to devices not adapted to work with it, devices which do not meet appropriate technical standards and devices without valid official certification. The Operator may charge the Subscriber with costs of repair/purchase of Equipment damaged for reasons attributable to the Subscriber, in particular the Subscriber operating a device which does not meet the requirements specified above.
- 11.3. The Subscriber shall enable the Operator's authorised representatives to conduct tests and service or inspect the Equipment on dates agreed upon with the Subscriber, however, at least once in a quarter.
- 11.4. The Operator shall be entitled to charge the Subscriber with costs of Equipment repair if it is determined that the damage was caused by:
 - 11.4.1 wilful interference by the Subscriber or unauthorised third parties; or
 - 11.4.2 mechanical damage which could not have occurred during correct Equipment usage; or
 - 11.4.3 failure to notify the Operator about irregularities in operation, faults or damage to the Equipment.
- 11.5. The Subscriber commits not to allow removal or change of any identification marks placed on the Equipment, in particular those which indicate that it belongs to the Operator.
- 11.6. The Subscriber shall immediately notify the Operator about any damage to the Equipment or its loss. The Subscriber shall be liable towards the Operator for the loss and damage to the Equipment which occurred while the Equipment remained under the Subscriber's supervision, except for cases where the Operator is responsible for the loss or damage.
- 11.7. The Equipment shall be activated by the Operator in the Location prepared by the Subscriber according to the requirements specified in the Agreement and shall be connected to a functioning telecommunications network, compliant with standards. Equipment activation shall be confirmed with a bilaterally signed Final Acceptance Report.
- 11.8. The provisions of paragraphs 11.1, 11.2, 11.4, 11.5, 11.6 and 11.7 shall apply respectively to Equipment.
- 11.9. If necessary, the Parties may further specify the provisions of § 11 in the Agreement.

§ 12. LIMITATION OF LIABILITY

- 12.1. The Operator's liability for failure to perform or inadequate performance of the Agreement shall be limited to benefits for the Subscriber, specified in § 10 or in the Agreement. With the exception of situations where the damage was intentionally caused by the Operator, pursuing compensation exceeding the value of the abovementioned benefits shall be excluded. Contractual penalties due to failure to meet the service level are exclusive penalties within the scope of the Operator's liability under the Agreement.
- 12.2. The Operator's liability towards the Subscriber, pursuant to the Agreement, in a given Settlement Period, may not exceed to amount of remuneration received under the Agreement from the Subscriber in this Settlement Period.
- 12.3. The Operator shall not be liable for indirect damage or benefits lost by the Subscriber or the Subscriber's customers, in particular for loss of income or profits, loss of possibility to expand operations or loss of expected savings.



- 12.4. The Operator shall not be liable for programming or modifications required with respect to any of the Subscriber's Devices. The Operator shall also not be liable for failures or errors in Services caused by or resulting from failures or errors in the Subscriber's Devices.
- 12.5. The Operator shall not be liable for any damage incurred by the Subscriber, resulting from non-performance or inadequate performance of the Agreement or the Regulations, if non-performance or inadequate performance results from circumstances not attributable to the Operator, in particular if they result from:
- 12.5.1 circumstances attributable to the Subscriber, e.g. due to failure of Devices or the Subscriber's devices or the Subscriber's software or non-observance of provisions of the Regulations, the Agreement or other legal provisions;
 - 12.5.2 the specific nature of services using technologies characterised by parameters variable in time, affecting quality, in particular of services rendered using the IP Network.

§ 13. FORCE MAJEURE

- 13.1. Neither of the Parties shall be obliged to fulfil any obligations under the Agreement if fulfilment of such obligation is prevented by any external, exceptional factor beyond this Party's control, impossible to predict at the time of Agreement conclusion, including, among others, a natural disaster, a long-term power outage, a strike impeding or preventing adequate implementation of the Agreement (excluding strikes of employees of a given Party to the Agreement), construction of a building facility or a third party setting up equipment on the line of direct visibility of microwave communication devices, causing microwave communication to be blocked.
- 13.2. If external, exceptional events which constitute force majeure persist for more than sixty (60) days and prevent either of the Parties from fulfilling all or a major portion of its obligations during this period, each of the Parties may, upon 14 days' notice, terminate the Agreement without the need for the Parties to bear any fees due to Agreement termination.

§ 14. NOTIFICATIONS

- 14.1. Unless the Regulations or the Agreement stipulate otherwise, all notifications related with Agreement implementation shall be submitted in electronic form to the e-mail address provided by the Subscriber and the Operator in the Agreement, using: Poczta Polska, courier or fax. The addressee of the notification shall immediately confirm the receipt of correspondence sent via e-mail or telefax to the sender's address specified in the Agreement.
- 14.2. The Operator's contact details shall be specified each time in the Agreement.

PART II DETAILED PROVISIONS VOICE SERVICES

§ 15. Info SERVICE

- 15.1. Info service (hereinafter referred to as the "Service" or "Info Service") is a telecommunications service which involves realisation of telephone calls from the domestic telecommunications network to the Access Number assigned to the Subscriber. As part of the Info Service provided based on the Access Number, users directing calls to the Subscriber shall pay fees to their operator according to that operator's price list. The Operator shall fee the Subscriber for calls made by users.
- 15.2. The Operator emphasised that implementation of the Info Service shall only be possible when calls initiated by users are directed to the Operator's network.



- 15.3. Extension of the range of Info Service onto users who are subscribers of operators other than telecommunications enterprises, with whom the Operator has inter-operator agreements on the date of acceptance of these Regulations, shall not constitute an amendment of the contents of these Regulations. The Operator shall inform the Subscriber about change in range using the e-mail address specified by the Subscriber in accordance with paragraph 14.1 of the Regulations.
- 15.4. The Operator commits to authorise the Subscriber to manage Access Numbers specified in the Agreement within the range of numbering at the Operator's disposal. Access Numbers shall be assigned to the Subscriber by the Operator upon additional fee indicated in the Price List. To render Services, the Subscriber shall indicate to the Operator the Destination Numbers accepted by the Operator, with a format compliant with principles specified in the National Numbering Plan, and shall present the Operator with the legal title to held Destination Numbers.
- 15.5. The access line shall be configured so as to enable incoming calls. The access line configuration shall be carried out by the Subscriber in cooperation with the Operator.
- 15.6. The Operator commits not to authorise other subscribers to manage Access Numbers previously made available to the Subscriber for thirty (30) days of the date of termination of the Agreement pursuant to which the Subscriber was using Access Numbers.

§ 16. ATMAN ISDN SERVICE

- 16.1. ATMAN ISDN service (hereinafter referred to as the "Service" or the "ISDN Access Service") is a direct telecommunications service allowing for combining voice calls or data transfers in a voice band using a public network which utilises the switching technique in real time so that every User can use the terminal connected to a specific network termination to communicate with another user of a different terminal connected to the network termination.
- 16.2. The ATMAN ISDN Service enables telephone calls through physical connection of the Subscriber's Devices using an access line to the Operator's network.
- 16.3. The ATMAN ISDN Service is provided in SAP specified in the Agreement.
- 16.4. The Operator shall be responsible for installing and maintaining the access line to the SAP.
- 16.5. The Operator's network is connected to networks of public operators and thus telephone calls to fixed-line and mobile domestic networks, made using the access line, may be directed to any user of the Polish public telecommunications network and the mobile network. The ATMAN ISDN service allows for international calls through networks of foreign operators. In certain international directions, the Operator cannot guarantee correct provision of data transmission and facsimile services; therefore, the Operator's responsibility for non-performance or inadequate performance of Services within this scope is excluded.
- 16.6. Using the ISDN Access Service, the Subscriber may make calls whose detailed range is specified in the Price List. The Operator makes the billing available for viewing to the Subscribers free of charge.
- 16.7. As part of the ISDN Access Service, the Operator offers additional services, whose detailed range is included in the Price List.
- 16.8. The Operator assigns one lead number within the range of public numbering which belongs to the Operator to each access line or bundle of access lines according to the Agreement.
- 16.9. The Subscriber commits to direct, in the first place, all types of outgoing calls to access lines throughout the period of provision of the ISDN Access Service. This point does not apply when the Operator lacks the technical possibility to handle the Subscriber's calls.
- 16.10. The Operator shall block the possibility to make calls to directions included in the list of Excluded Numbers, which constitutes an appendix to the Agreement. Change of directions included in that list



takes place through change of the list of Excluded Numbers. Change on the list of directions shall not result in an amendment to the terms and conditions of the Agreement.

- 16.11. The ATMAN ISDN Service ensures calls to emergency numbers, including, in particular, 112.
- 16.12. As part of the ATMAN ISDN service, the Operator collects data about the location of the ISDN line termination.
- 16.13. Correct operation of the ATMAN ISDN service requires a telephone exchange on the Subscriber's part, handling ISDN PRA 30B+D lines.
- 16.14. If the Operator determines or is notified by the Subscriber about cases of violation of the network and service security and integrity, the Operator shall, in agreement with the Subscriber, take immediate steps to minimise possible damages and restore correct functioning of services, in particular steps envisaged in the Act of 16 July 2004 — Telecommunications Law (Journal of Laws of 2004 No 171, item 1800, as amended — hereinafter the "Act"). The Operator shall inform the Subscriber via e-mail about measures taken within the scope of the Subscriber's service and data security and about threats related with the provided service. If steps provided for in the Act are taken, ATM shall not be liable for non-performance or inadequate performance of telecommunications services within the scope following from the taken steps.
- 16.15. The Operator shall not introduce restrictions in access to or use of services and applications as part of provided services, subject to actions the Operator is authorised to take in connection with violations of network security and integrity.
- 16.16. The Operator shall include the Subscriber's data, within the scope specified in the Act of 16 July 2004 — Telecommunications Law (Journal of Laws of 2004 No 171, item 1800, as amended), in the National List of Subscribers kept by Orange Polska S.A. The Subscriber may, for justified reasons, submit written objection to the Operator against including its data in the List of Subscribers. The Operator shall immediately submit such an objection to Orange Polska S.A.

PART III FINAL PROVISIONS

§ 17. FINAL PROVISIONS

- 17.1. The Operator shall ensure telecommunications secret within the scope required by the Act.
- 17.2. Any technical, technological or commercial information, including terms and conditions of payments or related with organisation of the enterprise of each of the Parties, obtained by the other Party during negotiations and execution of the Agreement, shall be treated as a company secret within the meaning of provisions on combating unfair competition, regardless of whether the Party took necessary action to maintain their confidentiality, provided that the Parties shall be authorised to disclose information within the scope required by the law, including upon request of authorised bodies.
- 17.3. The restriction referred to in paragraph 17.2 above shall remain in effect throughout the period from conclusion of the Agreement until one year after its expiration or termination.
- 17.4. The governing law for implementation and interpretation of the Regulations and the Agreement shall be the law of the Republic of Poland.
- 17.5. In the case of any disputes arising in connection with Agreement implementation, the Parties commit to resolve them amicably by way of mutual negotiations.
- 17.6. Should amicable resolution of the dispute prove impossible, the Operator or the Subscriber shall submit the dispute for resolution to the common court of law with jurisdiction over the Operator's registered office.
- 17.7. In cases not regulated in the Agreement or the Regulations, the applicable provisions of the law shall apply, in particular of the Civil Code and the Act.



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- 17.8. Should any provision of the Regulations or the Agreement prove invalid or ineffective, it shall not affect the validity and effectiveness of other provisions of the Regulations or the Agreement.
- 17.9. These Regulations supersede any other Regulations on Provision of Voice Services applicable for the Operator.
- 17.10. The Operator agrees to translation of the Regulations or the Agreement to other languages, provided that the Polish version shall be binding for all cases or interpretation of the provisions of the Regulations or the Agreement arising in connection with the translations.
- 17.11. Amendment to the Regulations shall not constitute an amendment to the provisions of the Agreement, resulting in a necessity to draw up an Annex.
- 17.12. The Operator shall notify the Subscriber about any amendments to the Regulations at least one Settlement Period prior to implementation of these amendments, through including an appropriate message on VAT invoices sent to the Subscribers, along with an explanation of the manner in which one can acquaint themselves with the contents of the amended Regulations.
- 17.13. The Regulations shall come into force on June 7, 2014.

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