

REGULATIONS ON THE PROVISION OF TELECOMMUNICATIONS SERVICES
BY EXATEL S.A.
effective as of 14 March 2026

PART I

DEFINITIONS

Subscriber – a legal person, an organisational unit without legal personality which is a Party to the Agreement, or micro-entrepreneurs, small entrepreneurs and non-governmental organisations within the meaning of Article 3(2) of the Act of 24 April 2003 on public benefit activity and voluntary work (Journal of Laws of 2023, item 571, consolidated text, i.e. as amended), who/which have agreed not to be bound by the provisions of the Act concerning consumer protection.

Service Activation – the date on which EXATEL begins to provide Services to the Subscriber under the Agreement, as specified in the Acceptance Report signed by the Parties.

Additional Service options – any additional Service options that require an Order or unilateral declaration by the Subscriber. Additional service options shall be introduced into the Agreement after acceptance by EXATEL in accordance with § 7 of the Regulations, unless the Agreement or the Regulations state otherwise.

Business day – days from Monday to Friday excluding public holidays.

EXATEL – EXATEL S.A. with registered office in Warsaw 04-164, at ul. Perkuna 47.

Service Level Agreement, SLA – a document specifying the quality and reliability parameters of individual Services, as well as the terms and conditions for calculating discounts and contractual penalties for failure to meet the guaranteed parameters.

Acceptance Report – a report signed by the Parties to the Agreement stating that the Service is tested and technically operational, as well as a report on the installation and de-installation of CPE, other Equipment or devices of the Subscriber and related to the reconfiguration of the Service.

Regulations – these Regulations on the Provision of Telecommunications Services by EXATEL S.A.

Parties – EXATEL or the Subscriber.

Agreement – an agreement on the provision of telecommunications services, concluded in writing, based on which EXATEL provides telecommunications services to the Subscriber. The Agreement also constitutes an Order accepted by EXATEL for execution.

CPE (Customer Premises Equipment) – telecommunications equipment installed at the Subscriber's premises, used to provide the Services, as well as other elements of telecommunications infrastructure used to provide the Services.

Subscriber Equipment – the Subscriber's telecommunications

equipment used to use the Service.

Services – telecommunications services specified in these Regulations and the Agreement.

Internet Access Services – Services consisting of making available to the Subscriber the resources of the public INTERNET network.

Voice Services – Services consisting in real-time voice transmission in the phonic band between Public Network Subscribers.

Data Transmission Services – Services consisting in the provision of the transmission of digital data between ICT end devices.

Act – the Electronic Communications Law Act of 12 July 2024 (Journal of Laws of 2024, item 1221, as amended).

Order – an order form submitted in writing by the Subscriber, accepted by EXATEL for processing, based on which EXATEL provides Services to the Subscriber or changing the scope of the Agreement.

PART II

GENERAL REGULATIONS

§1

The Regulations specify the scope, terms and conditions for providing Telecommunications Services by EXATEL S.A. with its registered seat in Warsaw,

ul. Perkuna 47, to the Subscriber.

§ 2

The Regulations on the provision of Telecommunications Services, have been drawn up in accordance with the Act and the applicable secondary legislation.

§ 3

EXATEL is an operator carrying out telecommunications activities on the basis of its authorisations to provide telecommunications services, in accordance with the Act and these Regulations.

SCOPE OF SERVICES

§ 4

1. EXATEL provides the following telecommunications services:
 - a) Voice Services,
 - b) Internet Services,
 - c) Data Transmission Services.
2. EXATEL may provide other services to the Subscriber beyond the scope of Voice Services, Internet Services and Data Transmission Services.
3. The detailed specification of the Services provided is included in the Agreement concluded by EXATEL with the Subscriber.

CONTRACT MODE, ORDERS

§ 5

1. Telecommunications Services are

provided by EXATEL to the Subscriber based on the Agreement signed by EXATEL and the Subscriber, to the extent detailed in the Agreement and Attachments to the Agreement.

2. The Agreement is also constituted by an Order with attachments submitted by the Subscriber and accepted for processing by EXATEL in accordance with the procedure specified in § 7.

§ 6

1. The subject matter of the Agreement may concern the performance of one or more Services.
2. Expansion of the scope of Services provided by EXATEL to the Subscriber may take place on the basis of written amendments to the Agreement or on the basis of Orders placed by the Subscriber and accepted for processing by EXATEL.
3. The conclusion of the Agreement and any amendment thereto shall be made in writing, otherwise being null and void.

§ 7

1. To order the Service or additional Service options by the Subscriber using the Order form:
 - a) the Subscriber shall send to EXATEL an Order on the appropriate form for the Service or additional Service option ordered,
 - b) EXATEL shall send the Subscriber a confirmation of acceptance of the Order for fulfilment or a notification of the impossibility to fulfil the Order

immediately after considering the Order, but no later than within 30 days from the date of receipt of the Order or 60 days if the fulfilment of the Order requires additional arrangements with the Subscriber or another entity providing telecommunications services.

2. The conclusion of the Agreement between the Parties shall take place after EXATEL has accepted the Order for fulfilment. Acceptance of the Order for fulfilment shall be understood as EXATEL's signing of the Order submitted by the Subscriber.

3. Once EXATEL has accepted the Order for processing, EXATEL sends the Subscriber a signed Order.

§ 8

The Subscriber shall have the right to reserve the network resources necessary for the provision of the Service and to specify the reservation period in the Agreement, whereby:

- a) the reservation period starts from the date of conclusion of the Order,
- b) reservation fees are charged in accordance with § 17 of the Regulations and the Agreement.

§ 9

EXATEL reserves the right to refuse to conclude the Agreement if:

- a) the Subscriber refuses to provide a document proving the Subscriber's identity or legal status and additional documents and information concerning the Subscriber, in accordance with the applicable legislation,
- b) documents presented by the

Subscriber raise doubts about their authenticity,

c) there is a justified assumption that the Subscriber will not be able to fulfil the obligations imposed on them by the Agreement, and in particular, if in the previous term the Agreement with the Subscriber was terminated due to the Subscriber's failure to meet the obligation of timely payments or EXATEL has obtained reliable information on the termination of the Agreement with the Subscriber by another entity providing telecommunications services due to the Subscriber's failure to meet the obligation of timely payments,

d) the scope or manner of use of the network and Services proposed by the Subscriber may adversely affect the service of other Subscribers to the EXATEL network and Services,

e) due to lack of technical capability to perform the Services.

§10

The Subscriber shall be entitled to withdraw from the concluded Agreement, prior to the Service Activation Date. If this is the case, the Subscriber shall be obliged to cover any and all documented costs incurred by EXATEL to provide the Service and related to EXATEL's preparation to provide the Telecommunications Service.

SERVICE ACTIVATION. ACCEPTANCE REPORT

§11

1. The date of commencement of the provision of the Service by EXATEL

(Service Activation) shall be specified by the Parties in the Agreement.

2. Service Activation shall take place on the date specified by the Parties in the Agreement on the basis of the Acceptance Report signed by the Parties which is the basis for billing for the Service.

3. In the event that the date of Service Activation is not specified in the Agreement, Service Activation shall take place from the date specified in the Acceptance Report.

4. In the event that the Subscriber does not sign the Acceptance Report within 5 Business Days from the date of submission of the Acceptance Report by EXATEL to the Subscriber and the Subscriber does not make any written reservations within this period, the Service shall be deemed to have been accepted and started in accordance with the Service Activation date specified in the Acceptance Report.

5. In the event that the Subscriber, for reasons attributable to the Subscriber, fails to sign the Acceptance Report by the date specified in point 4 hereof, EXATEL may demand that the Subscriber pay a contractual penalty in the amount of the installation fee in accordance with the Agreement.

6. In the event that the Subscriber, for reasons attributable to the Subscriber, fails to sign the Acceptance Report by the date specified in point 4 hereof, EXATEL shall have the right to withdraw from the Agreement with immediate effect, notwithstanding the provisions of point 5 hereof.

TERMS AND CONDITIONS OF THE PROVISION OF TELECOMMUNICATIONS SERVICES

§12

1. CPE may be installed by EXATEL for the performance of the Agreement, depending on the scope of Services provided to the Subscriber.

2. The fee for the use of the CPE is set out in the Agreement.

3. Any repairs, changes to the installation and configuration of the EXATEL CPE used to provide Services to the Subscriber may be performed only by EXATEL staff or persons authorised by EXATEL to perform such activities.

4. The Subscriber shall be obliged to use and utilise the CPE in line with its intended purpose and requirements for correct operation.

5. The Subscriber shall be responsible for protecting the CPE against unauthorised access.

6. The Subscriber may not make the CPE available to third parties on the basis of any legal title.

§13

1. In order to perform the Agreement, Subscriber Equipment may be installed. All Subscriber Equipment connected to the EXATEL network must have valid certificates, marks of conformity, declarations of conformity, certificates of approval, issued by authorised bodies. Installation of the Subscriber Equipment by the Subscriber requires that EXATEL be informed of such installation within 7 days of the Subscriber's installation of the Subscriber Equipment. Notification of the installation shall be submitted to the Customer Service Centre.

2. In the event that EXATEL technical services discover that the Subscriber has connected to the telecommunications network the

Subscriber Equipment that does not have the documents referred to in point 1 and the equipment that negatively affects the operation of the telecommunications network, EXATEL shall be entitled to disconnect the Subscriber Equipment and limit or suspend the provision of Services provided using such Subscriber Equipment.

3. EXATEL shall have the right to verify the correctness of the installation of the Subscriber Equipment carried out by the Subscriber itself. The verification shall be performed by EXATEL technical services. The verification shall take place within 14 Business days from the date the Subscriber reports the installation of the Subscriber Equipment to the Customer Service Centre. EXATEL technical services shall charge a fee for the verification of the installation, as specified in the Agreement.

§14

EXATEL shall:

- a) provide Services to the Subscriber to the extent and under the terms and conditions specified in the Agreement,
- b) ensure continuity of the provision of Services to the Subscriber, with the exception of limitations to access to the Services related to the need to perform repairs and necessary maintenance,
- c) make available to the Subscriber technical information on the parameters of the Services provided, to the extent necessary for the performance of each indicated Service,
- d) notify the Subscriber of any changes of address and data specified in the Address List

constituting an Attachment to the Agreement.

§15

The Subscriber shall comply with the provisions of the Agreement and shall:

- a) timely pay the fees specified in the VAT invoice for the provision of Services by EXATEL,
- b) not make any changes to the CPE owned by EXATEL by means of which the Service is provided, and not connect to the EXATEL network lines and devices that do not meet adequate technical requirements and are not specified in the Agreement,
- c) return the CPE within 14 days of the end of the term of the Agreement in a condition no worse than that resulting from normal wear and tear with proper use,
- d) in the event of damage to or loss of CPE, reimburse any and all costs documented by EXATEL,
- e) allow authorised EXATEL representatives to operate and inspect the CPE by means of which the Service is provided, make the premises available to EXATEL employees for the purpose of removing breakdowns or carrying out maintenance works,
- f) notify EXATEL of any irregularities in the operation of the equipment made available to the Subscriber and to report any cases of unauthorised or threatening activities on the EXATEL network that are detrimental to the interests of other Subscribers,
- g) notify EXATEL of any changes of address and data specified in the Address List constituting an Attachment to the Agreement,

h) inform EXATEL of the fact of non-receipt of an invoice, if the Subscriber has not received an invoice by the date on which it was usually delivered to the Subscriber.

FEES FOR TELECOMMUNICATIONS SERVICES PROVIDED

§16

1. Fees for the Services provided shall be specified each time in the Agreement.
2. Fees specified in EUR or other currencies shall be converted on invoices into PLN at the average exchange rate of the National Bank of Poland prevailing on the date of invoice issue.
3. The settlement period for the Services shall be a calendar month.
4. The first settlement period shall be the first calendar month, even if incomplete, in which the Activation of the particular Service to which the settlement applies took place. Unless otherwise agreed by the Parties, a settlement for a given settlement period shall apply to all Services provided to the Customer by EXATEL pursuant to the Agreement.
5. The Installation Fee for setting up the Service is charged by EXATEL in the first VAT invoice issued after Service Activation.
6. The monthly subscription fee for the Services provided is charged by EXATEL in arrears, from the date of Activation of a given Service covered by the Agreement.
7. If a Service is provided for an incomplete settlement period, the monthly subscription fee is determined by multiplying the number of days the Service was provided by 1/30 of the

subscription fee payable for that Service.

8. Monthly fees for Voice Services are charged by EXATEL in arrears, from the date of Voice Service Activation under the Agreement according to the type and scope of calls made by the Subscriber.

9. EXATEL reserves the right to include fees for calls made as part of the Voice Services in previous settlement periods in the VAT invoice, provided that they have not been included in previous invoices.

10. Additional fees and charges under the Agreement shall also be included in the VAT invoices.

11. Fees for the Services shall be paid by bank transfer to the account specified in EXATEL's invoice, for each month, within 21 days of the date of the invoice, under penalty of statutory interest for late payment. If an invoice is not delivered to the Subscriber within 7 days from the date of the invoice, the payment term shall be calculated from the date of EXATEL's delivery of the invoice to the Subscriber.

12. Discounts resulting from accepted complaints shall be granted by EXATEL on the invoice relating to the settlement period for which the discount is due or on a correcting invoice for such a VAT invoice.

13. EXATEL declares that it holds a tax identification number NIP 527-010-45-68.

14. Amounts due to EXATEL shall be increased by the VAT in line with the applicable regulations.

§17

For the reservation of network resources referred to in § 8, EXATEL shall charge fees in the amount

resulting from the Agreement, respectively according to the following rules:

- a) one-off fee,
- b) 50% 1/30 of the subscription fee for each calendar day of reservation for reservations of up to 90 calendar days,
- c) 1/30 of the subscription fee for each calendar day of reservation from the 91st day of reservation.

§18

1. EXATEL, taking into account the scope of the Subscriber's use of the Services, may provide rebates for the fees for the Services provided. The amount of rebates shall be specified individually in the Agreements concluded with the Subscribers.

2. EXATEL shall have the right to organise promotions. The terms and conditions of the Agreement concluded on the basis of a promotion are specified in the regulations of the promotion. In matters not specified in the promotion rules, the conditions included in the Regulations and Agreements shall apply.

TERM OF THE AGREEMENT, SUSPENSION OF SERVICES

§19

1. Agreements are concluded by the Parties for an indefinite or definite period.

2. The term of the Agreement for individual Services shall be specified in the Agreement for the respective Service.

3. EXATEL shall have the right to suspend the provision of Services if:

a) the Subscriber is persistently late with the payment of the amounts due for the Services provided by EXATEL, with a prior written notice and ineffective expiry of an additional payment deadline set, not shorter than 14 days,

b) the Subscriber uses the Service and the CPE used to provide the Service in a manner that may threaten the vital interests of other Subscribers or the interests of EXATEL,

c) the Subscriber grossly violates the provisions of the Regulations, the Agreement and the applicable legal regulations.

4. If, within 7 days from the date of Service suspension, the reasons for its suspension referred to in item 3 letter.

a) have not ceased, EXATEL shall notify the Subscriber of its intention to terminate the Agreement due to the Subscriber's fault.

5. EXATEL shall have the right to terminate the Agreement with immediate effect after 7 days from the delivery of the notice referred to in item 4.

6. EXATEL shall have the right to disconnect the Subscriber immediately if the Subscriber attempts to illegally access the resources of the IT systems owned by other Subscribers, using the EXATEL network for this purpose.

7. The Subscriber shall be obliged to make the premises or the property available to the EXATEL technical services in order to disassemble any CPE installed by EXATEL in order to provide Services to the Subscriber.

8. In the event of a breach of the security or integrity of the network and the Services, EXATEL shall be entitled to:

- a) eliminate the transmission of a message that compromises the security of the network or services,
- b) interrupt or limit the provision of Services to the Subscriber and inform the Subscriber of the breach,
- c) restrict access or prevent the use of the application by the Subscriber and to inform the Subscriber of the breach.

CONDITIONS FOR CHANGING THE DELIVERY OF INTERNET SERVICES

§ 20

1. The Subscriber that is a party to the Agreement with EXATEL with regard to the Internet access Service, in the event of a change of the provider of this service, has the right to maintain continuity of the Service, unless this is not technically feasible.
2. In order to exercise the right referred to in item 1 above, the Subscriber shall submit a request to the new Internet access service provider.
3. The new Internet access service provider shall commence providing this service on the date agreed upon with the Subscriber as specified in the telecommunications service agreement with that provider.
4. The Subscriber exercising the right referred to in item 1 may terminate the Agreement with EXATEL with regard to the Internet access service:
 - 1) with observance of the notice period provided for in the Agreement with EXATEL;
 - 2) without observance of the notice period provided for in the Agreement with EXATEL.

5. In the case referred to in item 4 point 2) above, the Subscriber shall be obliged to pay a fee to EXATEL in the amount not exceeding the subscription fee for the notice period, however not higher than the subscription fee for one settlement period, increased by the compensation specified in the Agreement.

6. Termination of the Agreement with EXATEL with respect to the Internet access Service shall become effective as soon as the new Internet access service provider begins to provide the service.

7. A change of Internet access service provider must not cause an interruption in the provision of this service of more than 1 Business Day.

8. There shall be no charge to the Subscriber for activities relating to the exercise of the right referred to in item 1.

§ 21

1. If the commencement of service provision by a new Internet access service provider has not occurred within the time limit referred to in § 20 item 3, EXATEL shall continue to provide the Internet access Service under the existing terms and conditions until a new Internet access service provider commences providing the service.

2. If the commencement of the service by the new Internet access provider has not taken place within 30 days of the deadline referred to in § 20 item 3:

- 1) termination of the Agreement with EXATEL, in the absence of a statement to the contrary by the Subscriber, shall become ineffective,
- 2) the Agreement with the new Internet access service provider shall

be deemed not concluded.

3. In the case referred to in item 2 above, EXATEL shall inform the Subscriber of the situation referred to in item 2 above.

CONDITIONS FOR CHANGING THE DELIVERY OF VOICE COMMUNICATION SERVICES

§ 22

1. A Subscriber that is a party to an Agreement with EXATEL for the Voice Communication Service in which a number from the national numbering plan for public telecommunications networks is assigned to the Subscriber, may request, when changing the provider of the voice communication service, that the assigned number be transferred to the operator's existing network in:

- 1) geographic area – in the case of geographic numbers;
- 2) entire country – in the case of non-geographic numbers.

2. The Subscriber also retains the right to port the assigned number within 1 month from the date of:

- 1) termination of the agreement with the existing provider of the voice communication service – unless the Subscriber has waived this right;
- 2) delivery of information on assumption of obligations of the service provider whose right to use the numbering resources has been withdrawn by the President of UKE [Office of Electronic Communications].

3. The Subscriber requesting the porting of the assigned number may terminate the Agreement with EXATEL as regards the Voice Communication

Service:

- 1) while retaining the period of notice provided for in the Agreement with EXATEL as regards the Voice Communication Service;
 - 2) without observing the period of notice provided for in the Agreement with EXATEL as regards the Voice Communication Service, indicating a specific date of porting.
4. In the case described in item 3 point 2) above, the Subscriber shall be obliged to pay EXATEL fee in an amount not exceeding the subscription fee for the notice period, but not higher than the subscription fee for one settlement period, increased by the compensation specified in the Agreement.
5. The assigned number shall be ported no later than 1 Business Day from the date agreed with the Subscriber on which the new voice communication service provider, as indicated in the agreement on the provision of voice communication services with number porting, commences providing the service. The date of commencement of the provision of the service by the new voice communication service provider shall be consistent with the date of termination of the agreement with the existing voice communication service provider.
6. There is no charge to the Subscriber for porting an assigned number.

§ 23

1. If the assigned number has not been ported within the time limit referred to in § 22 item 5, the existing provider of the voice communication service shall resume or continue to provide the service on the existing terms and conditions until the number is ported.

The service provision shall be resumed within such a time limit that the Subscriber's loss of access to the provided services does not exceed 1 Business Day.

2. In the event that EXATEL, pursuant to item 1 above, resumes or continues to provide the Voice Communication Service on the basis of the Agreement that has been terminated, termination of the Agreement shall take place upon the commencement of service provision by the new service provider, but no later than for 30 days from the date on which the number was to be ported.
3. If the assigned number has not been ported within 30 days from the time limit referred to in § 22 item 5, termination of the Agreement with EXATEL shall become ineffective – in the absence of a statement to the contrary by the Subscriber, of which EXATEL shall inform the Subscriber.
4. In the case of failure to meet the deadline for number porting referred to in § 22 item 5, the Subscriber is entitled to a one-off compensation from EXATEL, being the previous provider of the Voice Communication Service, for each started day of delay in the amount of 1/4 of the sum of monthly fees calculated according to bills for telecommunications services from the last three settlement periods, unless the lack of possibility to perform number porting was caused by the system maintained by the President of UKE [Office of Electronic Communications].
5. The amount of compensation referred to in item 4 shall be calculated on the basis of the number of days started until the date of number porting or the date of termination of the continued or renewed Agreement

referred to in item 2.

SERVICE LEVEL AGREEMENT

§24

1. The reliability and quality parameters of the Services provided by EXATEL are specified in the Service Level Agreement – SLA for a given Service constituting an Attachment to the Agreement.
2. EXATEL declares that, on the basis of established procedures, it continuously measures the network between the key nodes of the EXATEL network and in this way organises network traffic in order to prevent the link capacity from being reached or exceeded. EXATEL's performance of measurements does not affect the quality of the services provided.
3. EXATEL declares that:
 - 1) during the provision of the Internet Access Service, it shall treat all data transmissions equally, without discrimination, restriction or interference, irrespective of the sender and recipient, the content consulted and distributed, the applications or services used or made available, or the terminal equipment used,
 - 2) it does not apply traffic management measures to the Internet Access Service that may be discriminatory or disproportionate, dictated by commercial considerations, and in particular measures that may block, slow down, alter, restrict, degrade or favour specific content, applications or services, or specific categories thereof, or interfere with them, except where necessary, and only for

as long as it is necessary to:

- a. ensure compliance with European Union legislative acts or with national legislation complying with European Union law to which the Internet service provider is subject, or with measures implementing such European Union legislative acts or national legislation complying with European Union law, including judicial decisions or decisions by public authorities with the appropriate powers;
 - b. maintain the integrity and security of the network, the services provided over the network and the end-users' terminal equipment;
 - c. prevent imminent network congestion and mitigate the effects of exceptional or temporary network congestion, provided that equivalent types of data transfer are treated equally;
 - d. ensure the quality of the Internet access Services, the privacy of end users and the protection of their personal data.
- 3) it does not impose content- or application-dependent data caps, speed limits or other quality of service parameters that would apply to Internet access Services,
 - 4) it does not provide services which are not Internet access Services and which may affect the provision of Internet access Services,
 - 5) the maximum, declared and usually available download and upload speeds (subscription bandwidth) of the Internet access Service provided in the EXATEL network shall be the same,
 - 6) in the event of any permanent or

regularly recurring discrepancies between the actual performance of the Internet access service in terms of speed or other service reliability parameters and the performance specified in the Agreement, the Subscriber shall have the right to lodge a complaint in accordance with the procedure set out in the Regulations.

COMPLAINTS

§25

Subscribers disputing the quality of the Service or the amount of the fees or charges for the Service may lodge complaints for failure to perform or improper performance of the Service.

§26

Complaints may relate in particular to:

- a) performance of the Service in breach of the terms and conditions set out in the Regulations and the Agreement,
- b) EXATEL's failure to meet the Service commencement date,
- c) malfunctions, breakdowns, technical defects and interruptions in the Service provision,
- d) amount of fees for the Service, including faulty calculation of fees for the Service.

§27

1. The Subscriber shall submit complaints to EXATEL. A complaint may be submitted:

- a) in writing – in person during the claimant's visit to EXATEL's registered seat or by mail in the meaning of the

Postal Law or by courier to the address of EXATEL's registered seat,

b) orally – by phone or in person for the record during a visit of the claimant at EXATEL's registered seat,

c) in electronic form by means of electronic communications to the e-mail address: bok@exatel.pl.

2. The complaint may be lodged within 12 months from the last day of the settlement period in which the Service interruption ended, or from the date on which the Service was improperly provided or should have been provided, or from the date of delivery of an invoice containing an incorrect calculation of the amount due for the provision of the Service. A complaint lodged after the expiry of the aforementioned time limit shall be left unreviewed, of which EXATEL shall promptly inform the Subscriber.

3. In matters not regulated in the Service Level Agreement SLA, the provisions of these Regulations shall apply. The provisions of the Regulations with regard to the complaint procedure do not affect the Subscriber's rights with regard to the procedure for reporting and rectifying failures and defects and the discounts applied, resulting from the Service Level Agreement constituting an attachment to the Agreement.

4. Complaints shall be submitted by the Subscriber in accordance with § 28.

5. The Subscriber's questioning of an invoice with regard to the amount due shall entitle the Subscriber to withhold payment only for the part that is the subject of the written questioning/complaint. The subscriber shall pay the undisputed amount by the due date specified on the invoice.

6. In the event of an oral complaint for the record, the EXATEL representative

receiving the complaint shall draw up a record on the complaint. A copy of the record shall constitute confirmation of the complaint and shall be immediately forwarded to the claimant on a durable medium.

7. The record on the submission of the complaint shall contain, in particular, the following information:

- 1) first and last name or name (company name) and address of residence or registered seat of the claimant,
- 2) specification of the subject matter of the complaint and the period complained about,
- 3) presentation of circumstances substantiating the complaint.

§28

1. The complaint shall include:

- c) first and last name or name (company name) and place of residence or registered seat of the Subscriber,
- b) subject matter of the complaint and a period subject to the complaint,
- c) presentation of circumstances justifying the complaint,
- d) information that uniquely identifies the Subscriber, the Service or the event subject to the complaint (e.g. the number assigned to the Subscriber, the line ID, the Order/Agreement number, the location address, the network termination address, the number of the event subject to the complaint),
- e) date of conclusion of the Agreement and the date of commencement of the Service specified therein in the event of a complaint as referred to in § 26 letter b),

f) the amount of any discount or other amount payable under the Agreement or by law in the event that the Subscriber requests payment thereof,

g) bank account number or address appropriate for the payment of the discount or other amount due, or a request that it be credited against future payments, in the cases referred to in letter f) above,

h) manner in which the response to the complaint is to be provided,

i) signature of the Subscriber in the case of a complaint submitted in writing,

j) last name and telephone number of the person to be contacted regarding the complaint if different from the contact person specified in the Address List.

2. If a complaint is lodged in person by the claimant at EXATEL's registered seat, either orally or in writing, an authorised person representing EXATEL accepting the complaint shall immediately confirm its submission. If a complaint is made in writing by mail, by courier, by phone or in electronic form using means of electronic communications, EXATEL shall, within 14 days from the date of a complaint submission, confirm its submission, however, this obligation shall not apply if a response to a complaint is given within 14 days from the date of its submission. The confirmation of the complaint submission indicates the date of submission and contains the name, address and telephone number of the EXATEL organisational unit handling the complaint on a durable medium.

3. If a complaint submitted by the Subscriber orally or in writing, in person during the Subscriber's visit to EXATEL's registered seat does not meet the conditions specified in item 1 above, an

authorised representative of EXATEL, accepting the complaint shall be obliged, if they deem it necessary for the proper consideration of the complaint, to inform the Subscriber of the need to supplement it within 7 days, with the instruction that failure to supplement the complaint shall result in the complaint being left unconsidered. A complaint supplemented within the time limit shall take effect from the date of its submission. Complaints that are not supplemented shall not be considered.

4. If a complaint submitted in a manner other than that specified in item 3 above does not meet the conditions specified in item 1, EXATEL, if it deems it necessary for the proper consideration of the complaint, shall immediately request the Subscriber to supplement it within 7 days of receiving the request. In the request to supplement the complaint, EXATEL shall indicate the element or elements of the complaint that need to be supplemented and shall inform the Subscriber that failure to supplement the complaint within the time limit shall result in the complaint not being considered. A complaint supplemented within the time limit shall take effect from the date of its submission.

5. If the complaint does not specify the amount referred to in § 28 item 1 letter f) of the Regulations, and the right to a discount or reimbursement of another charge and the amount of such discount or reimbursement are not in doubt, the person handling the complaint from EXATEL shall treat the complaint as if such amount had been specified.

6. EXATEL shall respond to the complaint within 30 days from the date of submission.

7. EXATEL shall notify the Subscriber of

the manner in which the complaint has been handled in its response to the complaint.

8. The response to the complaint includes:

- a) name of the EXATEL organisational unit handling the complaint and its contact details, including telephone number and e-mail address,
- b) information about the date of the complaint,
- c) decision to accept or refuse the complaint,
- d) in the event of a discount or refund of other amounts due, the amount and date of payment or refund, no later than 30 days from the date of acceptance of the complaint, or an indication that the amount of the discount or other amounts due shall be credited towards future payments, in accordance with the Subscriber's request referred to in § 28 item 1 letter g) of the Regulations,
- e) instruction on the exhaustion of the complaint procedure and the right to pursue claims in court,
- f) signature and identification of the authorised representative of EXATEL indicating the first name, last name and position held.

9. If the complaint is refused in whole or in part, a response to the complaint:

- a) additionally contains the factual and legal grounds,
- b) shall be delivered to the Subscriber by mail, courier, or other manner in the event that the response to the complaint is given on paper.

10. EXATEL shall respond to the complaint or request that the complaint be supplemented in the manner indicated by the Subscriber in the complaint.

11. If the Subscriber does not specify in the complaint how they would like to receive a response to the complaint, EXATEL shall respond to the complaint or request that the complaint be supplemented in the manner indicated by the Subscriber during the term of the Agreement, and if this manner was not indicated by the Subscriber during the term of the Agreement, the response to the complaint or request to supplement the complaint shall be made in writing to the Subscriber's address.

12. If the response to the complaint sent by EXATEL has not been delivered to the Subscriber, EXATEL, at the request of the claimant expressed in the manner specified in § 27 item 1, shall, no later than within 3 Business Days from the date of submission of such request, resend the response in the manner indicated by the Subscriber in the request.

**LIABILITY FOR FAILURE TO PERFORM
OR IMPROPER PERFORMANCE OF
TELECOMMUNICATIONS SERVICES,
DISCOUNTS**

§29

1. EXATEL shall be liable for failure to perform or improper performance of the Services in accordance with the applicable law in accordance with the principles set out in the Regulations and the Agreement.

2. EXATEL shall not be liable for failure to perform or improper performance of the Services where this is due to:

- a) reasons beyond EXATEL's control, in particular, damage to the telecommunications infrastructure caused by the Subscriber, or third parties for whom EXATEL is not responsible, and in the event of a

defect in the Subscriber's software and/or equipment,

b) force majeure.

3. If EXATEL fails to meet the reliability and quality parameters of the Services, the Subscriber shall be entitled to a discount calculated depending on the type of the failed parameter.

4. The amount of discounts, the rules for their calculation for individual Services are set out in the SLA.

5. In any event, EXATEL shall not be liable to the Subscriber for loss of expected benefits.

6. EXATEL shall not be liable for the content of the data that the Subscriber transmits in connection with the use of the Services provided by EXATEL.

7. Within 14 days from the date of termination of the Agreement, the Subscriber shall be obliged to return the CPE at EXATEL's expense, and in the event of destruction or loss of this equipment, to pay an amount corresponding to the value of the CPE.

**CONFIDENTIALITY,
TELECOMMUNICATIONS SECURITY AND
PERSONAL DATA PROCESSING**

§30

1. The Subscriber and EXATEL shall:

- a) keep strictly confidential any and all technical, technological, economic, financial, commercial, legal and organisational information concerning the other Party, obtained from the other Party in the course of discussions and the performance of the Agreement (Information) – regardless of the form of transmission of this Information and its source,
- b) use the Information only for the

purpose of performing the Services and obligations under the Agreement,

c) take all necessary steps to ensure that none of the persons receiving the Information pursuant to point 1 letter a) discloses the Information, or the source of the Information, either in whole or in part, to third parties without prior written authorisation from the Party to whom the Information or the source of the Information relates,

d) disclose the Information referred to in point 1 letter a) only to those employees of the Parties to whom it is necessary for the performance of the activities entrusted to them and only to the extent that the recipient of the Information needs to have access to it for the purposes set out in point 1 letter b),

e) not copy, reproduce or in any way distribute any part of the Information set out in point 1 letter a) except as reasonably necessary for the purposes set out in point 1 letter b).

2. The provisions of point 1 shall not apply to those Information obtained from the other Party which:

a) is published, known and officially made public without violation of the provisions of this paragraph,

b) has been communicated by a third party, without breach of any non-disclosure obligations in relation to the Parties,

c) will be provided by one Party with the prior written consent of the other Party,

d) must be disclosed due to applicable laws.

3. The Subscribers, prior to the inclusion of their data in the directory,

shall be informed, free of charge, of the purpose of the directory or of the telephone information on the numbers in which their personal data may be included, as well as of the possibility of using the directory, by means of the search functions available in its electronic form.

4. Personal data included in the directory should be limited to:

a) Subscriber number or Subscriber identification mark,

b) first and last name of the Subscriber,

c) name of the locality, the street in the place where the network termination is located.

5. The extension of the data referred to in point 4 above requires the consent of the Subscriber.

6. The inclusion of data identifying the Subscriber who is a natural person in the directory may only take place with the Subscriber's prior consent.

7. EXATEL shall be obliged to inform the Subscriber of the transmission of their data to other entrepreneurs, for the purpose of publishing the directory or including it in the telephone number information.

8. EXATEL provides the Subscribers with information on risks related to the service provided, including the ways to protect security, privacy and personal data through the EXATEL S.A. Customer Service Centre, commercial supervisors and via the website www.exatel.pl.

§31

1. EXATEL ensures the protection of telecommunications secrecy in accordance with the Act and undertakes to secure the maintenance of telecommunications secrecy by its

employees.

2. For advertising purposes, EXATEL shall be entitled to mention the names of the Subscribers who use the EXATEL Services and to present the general scope of the Services provided to them.

§32

1. EXATEL shall ensure adequate security of the Services provided in the EXATEL network, in particular:

a) protection of access to the EXATEL telecommunications facilities where network equipment is installed,

b) protection of access to EXATEL databases containing information covered by telecommunications secrecy,

c) close technical supervision of the connections made with the use of its own telecommunications resources and the resources of other entities providing telecommunications services used to provide EXATEL Services.

2. On the basis of a separate Agreement, EXATEL shall ensure the encryption of information and the provision of security systems agreed with the Subscriber.

§33

EXATEL shall not be liable for unauthorised access to the information transmitted in the EXATEL network if it is due to the fault of the Subscriber, a third party for whom EXATEL is not responsible, or due to force majeure.

AMENDMENTS TO THE REGULATIONS

§34

1. EXATEL may unilaterally amend the terms and conditions of the Agreement in the event that:

- 1) the need for amendments arises:
 - a) directly from a change in the law, in particular from a change in VAT rates,
 - b) from the decision of the President of UKE [Office of Electronic Communications];

2) proposed amendments:

- a) are solely for the benefit of the Subscriber, including a reduction in the prices of the Services or the addition of a new Service,
- b) are of a purely administrative nature and do not entail negative consequences for the Subscriber.

2. If the Subscriber does not accept the amendments referred to in item 1, the Subscriber may terminate the Agreement subject to the payment of compensation in the amount specified in the Agreement. The period for exercising the right to terminate the Agreement may not be shorter than the date on which these amendments take effect. The termination referred to above shall be effective as at the date of the amendment to the terms and conditions of the Agreement.

3. EXATEL, in the case referred to in item 1, shall make public by publication on its website the content of the proposed amendments, at least one month in advance of their implementation. This period may be shorter if the publication of the legal act necessitating the introduction of the amendments takes place with less than one month's notice before its entry into force, or such period results from a decision of the President of UKE [Office

of Electronic Communications], but the deadline for the exercise of this right cannot be shorter than the date of entry into force of these amendments. At the same time, the service provider shall inform the Subscriber of the right referred to in item 2.

§ 35

1. EXATEL may unilaterally amend the terms and conditions of the Agreement concluded for a definite period if the need to introduce the amendment results from other objective circumstances than those specified in § 34 item 1 that are beyond EXATEL's control, if the possibility of introducing the amendment has been provided for in the content of the Agreement.

2. If the Subscriber does not accept the amendments referred to in item 1, they can terminate the Agreement without paying the compensation referred to in § 34 item 2, with the time limit for exercising this right not shorter than until the effective date of these amendments. The termination referred to above shall be effective as at the date of the amendment to the terms and conditions of the Agreement.

3. EXATEL shall, in the case referred to in item 1:

- 1) deliver to the Subscriber being a party to the Agreement the content of any proposed amendment on a durable carrier in a form corresponding to the form in which the Agreement has been concluded, unless the Subscriber has made the request referred to in item 4,
- 2) make public by publication on its website the content of any proposed amendment
 - at least one month in advance of

the implementation of these amendments. At the same time, EXATEL shall inform the Subscriber of the right referred to in item 2.

4. The Subscriber may request the delivery of the content of any proposed amendment in a form other than that specified in section 3, indicating for this purpose a correspondence address, an electronic mail address or an electronic address of another electronic communication means, provided that EXATEL allows the use of another electronic communication means.

5. EXATEL may unilaterally modify the terms and conditions of the Agreement concluded for an indefinite period or the Agreement which has been automatically extended after the expiry of the period for which it has been concluded, due to the lack of a statement to the contrary by the Subscriber, if the possibility of introducing the amendment has been provided for in the content of the Agreement, specifying in the Agreement the circumstances under which the amendment may take place.

6. In the event that the Subscriber does not accept the amendments referred to in item 5, the Subscriber may terminate the Agreement, but the period for exercising this right may not be shorter than until the date of entry into force of such amendments.

7. EXATEL shall, in the case referred to in item 5:

- 1) deliver to the Subscriber being a party to the Agreement the content of any proposed amendment on a durable carrier in a form corresponding to the form in which the Agreement has been concluded, unless the Subscriber has made the request referred to in item 4,
- 2) make public by publication on its

website the content of any proposed amendment

- at least one month in advance of the implementation of these amendments. At the same time, the service provider shall inform the Subscriber of the right referred to in item 6.

8. In the case of an Agreement concluded for a definite or indefinite period, EXATEL may unilaterally amend the Agreement in the following circumstances:

- 1) in the event of a change in the rules of cooperation with EXATEL's subcontractor whose cooperation is necessary to provide the Service to the Subscriber;
- 2) a decision of an administrative body or a court ruling;
- 3) loss of the right to use certain frequencies;
- 4) loss of part or all of the infrastructure necessary to provide the Service;
- 5) increase in the fees referred to in the Electronic Communications Law, in particular the annual telecommunications fee related to the implementation of tasks in the field of telecommunications by administrative authorities, the fee for frequency reservations, annual fees for the right to use frequencies, annual fees for the right to use numbering;
- 6) increase in costs incurred for defence, state security or public safety and order;
- 7) increase in public and legal burdens, in particular an increase in tax and fee rates, the imposition of new taxes or changes to the way in which they are calculated;
- 8) in the event that EXATEL

abandons a given technology for the provision of the Service;

9. In the cases referred to in item 8, § 35 items 2-6 shall apply.

PART III

FINAL PROVISIONS

§36

The Subscriber may not transfer the rights and obligations under the Agreement to a third party without EXATEL's prior written consent.

§37

Nothing in the Regulations, the Agreement shall constitute or have the effect of transferring to the Subscriber, or the right to use by the Subscriber, any trademarks, services, service designation, inventions, patents, copyrights or any other intellectual or commercial property owned by EXATEL.

§38

In matters not regulated by these Regulations, the applicable legal provisions shall apply, in particular the provisions of the Act, secondary legislation to the Act and the provisions of the Civil Code.

§39

The Regulations shall enter into force on 14 March 2026.