

I. GENERAL PROVISION

§ 1 [THE SCOPE OF THE REGULATIONS]

The Regulations define the rules for providing telecommunications services to Subscribers by INTERNET UNION S.A., with its registered office in Wrocław at ul. Złotnicka 28, 54-029, NIP: 8943024998, KRS: 0000388937, hereinafter referred to as "INTERNET UNION".

INTERNET UNION offers Services to entities intending to use them in the areas where it has the Network enabling the provision of Services. In contrast, the scope and parameters of the Services offered to depend on the possessed technical and organisational capabilities of INTERNET UNION in a given area.

INTERNET UNION may introduce separate service regulations, including related ones with promotional campaigns ("Promotion Regulations").

§ 2 [DEFINITIONS]

1. Subscriber – a party or parties to the contract for the provision of Services concluded with INTERNET UNION not conducting economic business activity;
 2. MAC address – a unique number of the network card assigned by the manufacturer, through which the INTERNET UNION identifies the Subscriber's Terminal Equipment;
 3. Activation – an activity as a result of which the provision of Services at the Network Termination Point is launched, enabling urging the Subscriber to start using the Services;
 4. Failure – a technical defect of the Network that completely prevents the use of the Services, excluding interruptions caused by the need to carry out maintenance works and breaks resulting from the operation of the higher Force;
 5. VOIP Gateway – a terminal device installed at the Subscriber's enabling the use of the VOIP service;
 6. Price list – a document constituting an integral part of the Agreement containing prices and description of the Service, Additional Services and statement of other fees;
 7. Set-top box – Equipment (a set-top box with a remote control and a key card) enabling the use of the Digital Television Service;
 8. Access Password – a string of characters used to identify the Subscriber, set to guarantee exclusivity access to the Customer Panel and known only to the Subscriber,
 9. PIN password – a sequence of characters known only to the Subscriber, used to use the functions specified in the Main Menu using a PIN; if the Subscriber does not set the PIN password, the Subscriber uses the default PIN password specified in the Main Menu;
 10. Installation – all technical works performed to perform the Network Termination or installation of the Equipment in the Premises to ensure that the Subscriber can use the Services provided to him;
- INTERNET UNION – INTERNET UNION S.A., with its registered office in Wrocław 54-029, at ul. Złotnicka 28, entered into the register of entrepreneurs, kept by the District Court for Wrocław-Fabryczna in Wrocław, IV Economic Department registered to the National Court Register under the number: 0000388937, REGON: 021547015 NIP: 9843024998, share capital and the total amount of contributions paid is PLN 969,000;
11. Consumer – a natural person who performs a legal act not directly related to his business activity, gift or professional;
 12. Premises – real estate or its part in which the Ordering Party intends to use INTERNET UNION Services or in which, by the Agreement, the Network Termination is located;
 13. Main Menu – graphical menu available via the Decoder, enabling the Subscriber to use Digital Television Services support for functions within the Digital Television Service;

14. Identification Number – a unique number assigned to the Subscriber by INTERNET UNION, required, e.g. for settlements with the Subscriber and identification of the Subscriber in contacts with INTERNET UNION;
15. ODOU – the Act of August 29, 1997, on the protection of personal data (Journal of Laws No. 133, item 833, as amended)
16. Settlement Period – a period of one month for which the Subscriber's receivables are settled INTERNET UNION for the Services provided, starting and ending on the dates indicated by INTERNET UNION on the Account;
17. Package – a Service specified in the Price List, a group of Services or Programs available in a given area;
18. Customer Panel – a method of communication with INTERNET UNION via the Internet enabling the Subscriber to submit instructions regarding the Services and access to information about the Services or the Agreement;
19. PIN – a private number identifying the Digital Television Service Subscriber specified by this Subscriber in the Main Menu in the "settings" option, by means of which the Subscriber uses the functions specified in the Main Menu;
- 20.. Programs – radio or television programs;
21. Analog Programs – Programs in the form of an analogue signal;
22. Equipment Handover Protocol – a document in which the Subscriber confirms acceptance of the Equipment for use;
23. Service Acceptance and Activation Protocol – a document in which the Subscriber confirms correct installation or efficient operation/functioning of the Network Termination or Equipment;
24. Equipment Return Protocol – a document in which INTERNET UNION confirms the Subscriber's return of hardware;
25. Representative of INTERNET UNION – a person acting on behalf of and for INTERNET UNION, authorised to submit and accept declarations of will regarding the conclusion, amendment and termination of the Agreement based on appropriate written authorisation and to perform the Installation and other technical activities;
26. PTU - Act of 16 July 2004 – Telecommunications Law (Journal of Laws No. 171, item 1800, as amended);
27. Bill – a document containing fees resulting from the Agreement, the Regulations or the Price List issued to the Subscriber via INTERNET UNION by applicable law, including electronic invoices placed in the electronic invoice system and personalised messages sent to the Decoder and displayed on the Subscriber's television set;
28. Regulations – these "Regulations for the Provision of Telecommunications Services via Internet Union S.A.", being an integral part of the Agreement;
29. Network – owned or held by INTERNET UNION based on another legal title, network telecommunications used to provide the Services;
30. Equipment – technical device (e.g. decoder, modem) and Network Termination owned by INTERNET UNION necessary to use the Services covered by the Agreement;
31. Agreement – an agreement for the provision of Services concluded between the Subscriber and INTERNET UNION;
32. End Device – a device owned by the Subscriber, in particular: telephone, TV set, radio, computer or other audio-vid-eo devices intended to be connected directly or indirectly to the Termination networks;
33. Services – Internet Services, Telephone Services, Cable TV Services or additional services related to it;
34. Interactive Services – additional services available as part of the Digital Television Service, such as video on demand, games, and information services;
35. As a result of the conclusion of the Agreement, INTERNET UNION undertakes to provide Services by the Regulations and the Agreement as part of the services in the scope of access to television channels, packages may be provided by INTERNET UNION.

36. Services in the scope of access to television channels – Analogue Television Service or Digital Television Service;

37. Analogue Television Service – delivery of Programs by the transmission of a television or radio signal in the form of an analogue signal;

38. Digital Television Service – delivery of Programs by the transmission of a television or radio signal in the form of a digital signal along with other additional services;

39. Fault – a technical defect of the Network that reduces the quality of the Service but allows the use of this Service, including also - in the case of Cable Television Services - a technical defect of the Network that allows the reception of only some of the programs;

40. Suspension of the Service Provision – temporary discontinuation of the provision of the Services or its elements at the same time reservation for the Subscriber of network resources necessary for its implementation.

41. Network Termination – a telecommunications network (installation) at the Subscriber's Premises terminated with a socket enabling connecting End Devices to the Network or Equipment and using the Services;

42. Ordering Party – an entity applying for the conclusion of the Agreement,

43. Rules of Network Ethics – good manners in using the Internet (netiquette).

II. AGREEMENT

§ 3 [TERMS OF CONTRACT]

1. To conclude the Agreement, the Ordering Party applies to the conclusion of the Agreement to INTERNET UNION in any form.

2. INTERNET UNION provides the Ordering Party with a response to the request for the conclusion of the Agreement within 30 days, stating reasons for any refusal.

3. On behalf of INTERNET UNION, the Agreement is concluded by a duly authorised Representative of INTERNET UNION.

4. The Subscriber concludes the Agreement in person or through a duly authorised representative. A legal person or an organisational unit without legal personality concludes the Agreement through an authorised person for representation according to the relevant registers or records or by proxy.

5. The authorised person must confirm their identity to INTERNET UNION and present the valid power of attorney.

6. The contract is concluded indefinitely unless otherwise provided in the Regulations of the promotion organised by INTERNET UNION or as otherwise provided in the Agreement.

7. INTERNET UNION may conclude the Agreement conditional on the following:

1) Providing the following data by the Ordering Party:

a) in the case of natural persons - surname and given names, parents' names, permanent residence address, PESEL registration number, name, series and number of the document confirming identity,

b) in the case of other entities - a document confirming the entry in the business activity register or National Court Register, assigning a NIP or REGON number,

2) securing claims that may arise in connection with damage or loss of the Equipment, or untimely payment of dues,

3) delivery by the Ordering Party of documents confirming the possibility of fulfilling obligations towards INTERNET UNION.

8. INTERNET UNION reserves the right to refuse to conclude the Agreement in the event of:

1) lack of technical possibilities to provide the Services,

2) failure by the Ordering Party to meet the conditions resulting from the Regulations, in particular, when the presented documents are damaged or raise reasonable doubts as to their authenticity,

3) when the person applying for the conclusion of the Subscription Agreement has due pecuniary liabilities towards INTERNET UNION or, if INTERNET UNION has, made available to it by the economic information office in the manner specified in the Act of February 14, 2003, on sharing financial information (Journal of Laws No. 50, item 424 and of

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BY INTERNET UNION S.A. WROCŁAW, DATED 1.06.2011
WITH CHANGES FROM 12.12.2018v

2004 No. 68, item 623 and No. 116, item 1203), information undermining payment credibility of the ordering party,
4) when INTERNET UNION previously terminated the Agreement for reasons attributable to the Ordering Party;
5) when the Ordering Party has been put into liquidation,
6) when the Premises is a public building, catering, commercial or entertainment facility or any other place which, due to its nature, is accessible to a larger - unlimited or limited - groups of people, to the extent that the Agreement concerns access to TV channels.

9. The agreement may be concluded at the headquarters of INTERNET UNION or outside the office of INTERNET UNION, as well as using distance communication.

10. If the Agreement was concluded outside the headquarters of INTERNET UNION or remotely, the Subscriber, who is a Consumer may withdraw from the Agreement by submitting a written statement to INTERNET UNION within 14 days from the date of conclusion of the Agreement according to the template attached to these Regulations. If the Subscriber withdraws from the Agreement in the manner specified in section 10, this contract is considered not concluded, and the Subscriber is released from any obligations, subject to sec. 8. What the parties to the Agreement have witnessed is subject to return unchanged unless the change was necessary within the limits of ordinary management. The return should be immediately, no later than within 7 (seven) days. The return is made at the expense of the returning party.

11. If the Subscriber withdraws from the Agreement in the manner specified in sec. 10, Subscriber within 7 (seven) days is obliged to pay for the use of Telephone Services provided by INTERNET UNION until submitting a declaration of withdrawal.

12. The Subscriber has no right to provide paid Internet access services or any age of other services corresponding to the services offered to him by Internet Union under this contract, based on the services provided by INTERNET UNION.

§ 4 [DOCUMENTS REQUIRED FOR THE CONCLUSION OF THE AGREEMENT]

1. The contract may be concluded after the authorised representative of INTERNET UNION confirms the identity or legal status and address of the person intending to use the Service in the case of:

- 1) natural persons – based on an identity card containing information about the current place of residence (identity card or foreign passport with a permanent residence card),
- 2) other entities – based on valid documents appropriate to the legal status of a given person with the applicable provisions of Polish law and documents confirming the assignment of NIP and REGON numbers,
- 3) a representative of the entities specified in points 1 or 2 - identity card and authorisation document.

2. The condition for concluding the Agreement is to document the legal title to the Premises where it will be provided Service.

3. If the Subscriber, a natural person, has a legal title to real estate other than ownership right, the perpetual usufruct right or cooperative right to premises is a single connection. Termination of the Network requires the written consent of the owner, user, respectively, perpetual property or suitable member.

§ 5 [AGREEMENT]

1. The contract is concluded in writing under pain of nullity after meeting the conditions listed in § 3 and § 4 of these Regulations. The written form requirement does not apply to an Agreement concluded by performing an actual action. INTERNET UNION may conclude the Agreement or a change in terms conditional upon its prior application submission for its conclusion on the INTERNET UNION form. INTERNET UNION considers the application for the conclusion of the Agreement of Subscriber within a period not exceeding 30 days from the date of its submission.

2. As a result of the conclusion of the Agreement, INTERNET UNION undertakes to provide Services by the Regulations and the Agreement and the Price List, and the Subscriber undertakes to comply with the Agreement and the Regulations, as well as to make timely payments fees specified in the Price List. The Regulations and the Price List are delivered to the Subscriber in writing upon the Agreement's conclusion. They are also available for viewing at the INTERNET UNION headquarters and websites.

3. The data necessary for the conclusion and performance of the Agreement is recorded, stored and processed by INTERNET UNION. In case of the conclusion of the Agreement with a natural person, INTERNET UNION collects and processes the Subscriber's data contained in the Agreement by ODOU and PTU. The subscriber has the right to inspect their data and correct them.

4. INTERNET UNION gives the Subscriber an Identification Number, which is confidential. The Subscriber is obliged not to disclose this Identification Number to third parties. After receiving the identification number, its Holder determines Access Password, which cannot be disclosed to third parties.

5. INTERNET UNION is not responsible for losses caused by the Subscriber disclosing the Identification Number or Access Passwords to a third party—protection of the Identification Number or Access Password against third parties belonging to the Subscriber.

6. The Subscriber must inform INTERNET UNION in writing within 14 days of losing the legal title to the Premises about this circumstance.

7. An agreement concluded for a definite period shall be extended for another period of the same duration, provided that the Subscriber applies to a written declaration of will to extend it no later than 30 days before the expiry of the fixed-term contract specified. In this case, the Agreement is extended for another, the same specified period for which it was concluded extended Agreement, counted from the date of expiry of the previous term of the Agreement concluded for a definite period.

8. An agreement concluded indefinitely may be terminated by both parties with a 3-month notice period effective at the end of the calendar month.

9. The Subscriber's personal data provided in this agreement will be processed by MOICO by applicable provisions of the law, including by the requirements of the Act on the Protection of Personal Data for statutory purposes, telecommunications services, and the needs related to the provision of these services, i.e. in connection with the provision of information about new offers, services and products, with the consent of the Subscriber expressed in writing.

10. Sending to the Subscriber by MOICO promotional materials from entities cooperating with MOICO other information is made based on the Subscriber's written consent.

§ 6 [EQUIPMENT]

1. If necessary to use the Service, INTERNET UNION shall provide the Subscriber with the Internet Equipment indicated in the Premises Agreement. The use of the Equipment is payable unless the Agreement provides otherwise. Height fees for using the equipment are included in the Price List.

2. The condition for the provision of the Service is the Subscriber's indicating and making available the place of installation of the Equipment, if available it necessary to provide the Service, and the sources of its power supply. Signing the Agreement is tantamount to expressing consent by the Subscriber to the Installation and operation of the Equipment in the Premises, i.e., among others: laying cables, drilling necessary openings in the Premises, execution of the Network Termination and installation of other devices in the manner indicated by the INTERNET UNION Representative. The cables will be routed as short as possible to Network Termination. The cost of electricity necessary to power the Equipment shall be borne by the Subscriber. Preparing the Premises for installation and installation of devices according to the instructions and needs of INTERNET UNION is the responsibility of the Subscriber.

3. The Subscriber is obliged to enable the INTERNET UNION Representative to Install in the shortest possible time, in a way that does not cause damage to the equipment of the Premises. Representative of the Internet UNION is not obliged to perform any activities related to the maintenance or repair of End Devices.

4. Installation of each Network Termination in the Premises is payable unless the contract provides otherwise. Suppose the Network Termination Installation is combined with above-average expenditures means or work. In that case, the amount of the installation fee is agreed upon with the Ordering Party before concluding the Agreement. The fee amount is specified in the Price List.

5. If the Agreement so provides, INTERNET UNION may allow the installation of the Equipment by the Subscriber according to the instructions provided by the INTERNET UNION. INTERNET UNION is not responsible for the installation and configuration of Equipment in a manner inconsistent with the instructions provided.

6. INTERNET UNION provides the Subscriber with the Equipment for use upon signing the Equipment Handover Protocol. The equipment given to the Subscriber for use remains the property of INTERNET UNION unless the Agreement provides otherwise. The Subscriber has the right to use the Equipment during the term of the Agreement. The subscriber is obliged to use Equipment by the instructions and intended use.

7. The Subscriber may not make the Equipment available to third parties or make any changes to it also change how

7. The Subscriber may not make the Equipment available to third parties or make any changes to it also change how the Equipment is used outside the Premises indicated in the Agreement.

8. The Subscriber is responsible for the loss, incompleteness, destruction or damage of the Equipment resulting from its improper use and, in particular, bears the costs of repair or replacement. The incorrect using the Equipment is also considered to be using the Equipment contrary to its intended purpose, with the Regulations, Agreement, Price List, breach or destruction of the seal, if the Equipment was secured with it before opening. INTERNET UNION defines the above costs in the Price List as appropriate fees for repairing the Equipment or contractual penalties for the loss, incomplete, destruction (if repair is not possible) or failure to return the Equipment in the manner specified in sec. 13.

9. INTERNET UNION is not responsible for the operation of End Devices used by the Subscriber and for irregularities in the functioning of the network or its damage caused, particularly by the use of End Devices that do not meet the relevant standards set for this type of devices. INTERNET UNION also recommends that End Devices be disconnected from the network during storms to protect them from damage or destruction.

10. The Subscriber must report to INTERNET UNION any damage to the Equipment within 3 days of finding about its deterioration. INTERNET UNION undertakes to remedy the damage without undue delay.

11. In the situation specified in par. 8, the provisions of §13 sections 6, 7 and 8 shall apply accordingly.

12. The Subscriber is obliged to enable INTERNET UNION to exchange the Equipment in the manner agreed with INTERNET UNION period if INTERNET UNION deems such exchange necessary, in particular, due to a change in technology provision of Services, as a result of which the Subscriber will not be able to use the Services using the existing End Devices, provided that the use of the Services after the replacement of the Equipment made by INTERNET UNION is ensured they are based on commonly available devices enabling this use. However, the subscriber has, in this case, the right to terminate, without any negative consequences on the part of INTERNET UNION, the Agreement without keeping a notice period within 30 days from the equipment's replacement date.

13. Immediately after termination or expiration of the Agreement, but not later than within 7 days from the date of termination or expiry of the Agreement, the Subscriber is obliged, at his own cost and risk, to return the Equipment to the INTERNET UNION headquarters, during its working hours, in a condition not worse than that resulting from regular and proper operation.

14. INTERNET UNION may collect the Equipment from the Premises for an additional fee specified in the Price List.

15. INTERNET UNION specifies in the Price List an appropriate contractual penalty for each day of delay in returning the Equipment.

16. In case of a delay in the Subscriber's performance of the obligation to return any equipment element, INTERNET UNION may charge the Subscriber a contractual penalty for delay in the amount specified in the Price List.

17. If the Equipment is not returned or the Equipment is returned damaged or worn to an extent not regular and correct operation, despite an additional request from the INTERNET UNION, Subscriber will be obliged to pay a contractual penalty for failure to return the Equipment or returning damaged Equipment, as specified via INTERNET UNION in the Price List. The payment of the contractual penalty does not result in the transfer of ownership of the Equipment to the Subscriber.

§ 7 [CHANGE OF AGREEMENT]

1. In the event of a change of data relevant to the proper performance of the Agreement, in particular: the address of residence or registered office or address for correspondence, as well as in the event of a change of name (company) or surname, the Subscriber is obliged to inform INTERNET UNION and notify in writing within 7 days of the date of these changes by submitting relevant documents specifying the current data. In the event of non-compliance with this obligation, INTERNET UNION may suspend the Service's Provision until it fulfils the above commitment.

2. A Subscriber who is not a Consumer is obliged, at least 30 days in advance, to notify INTERNET UNION about the upcoming dissolution, liquidation, bankruptcy, transformation of form division, merger or another event that may affect the legal existence of the Subscriber.

3. The Subscriber has the right to change the scope as long as he has settled all due amounts due to INTERNET UNION the Service provided, including changing the Package or ordering another Service, on the terms set out in the Regulations or Price List and by the existing technical possibilities, by placing an appropriate INTERNET UNION order for in writing, in person, or using remote communication, in particular by telephone or via the Customer Panel. INTERNET UNION may make the change dependent on the conclusion of an annexe to the Subscription Agreement.

4. In the case of placing the order referred to in sec. 3, using distance communication, acceptance of the order for execution takes place after prior confirmation of the Subscriber's identity or legal status in the manner described in § 4 or using the Identification Number assigned to the Subscriber and assigned him the Access Password.

5. INTERNET UNION confirms to the Subscriber the fact of submitting a statement on changing the terms of the Subscription Agreement made in the mode specified in sec. 3, as well as its scope and date of introducing changes, in writing or with a request via a message in the Customer Panel, within the time limit agreed with the Subscriber, but not later than within one day month from the date of ordering the change. At the request of the Subscriber, INTERNET UNION provides the content of any proposed changes to the terms of the Agreement made using distance communication, by electronic means at indicated e-mail address, or by a similar means of distance communication. Subscriber has the right to withdraw from the changes made to the terms of the Agreement, without giving reasons, by submitting a relevant statement in writing within 10 days from receipt of the written confirmation. Down to meet this deadline, it is enough to send acceptance of the order for execution takes place after initial proof of the Subscriber's identity or legal status in the manner described in § 4 or using the Identification Number assigned to the Subscriber and assigned him the Access Password.

6. INTERNET UNION confirms to the Subscriber the fact of submitting a statement on changing the terms of the Subscription Agreement made in the mode specified in sec. 3, as well as its scope and date of introducing changes, in writing or with a request via a message in the Customer Panel, within the time limit agreed with the Subscriber, but not later than within one day month from the date of ordering the change. At the request of the Subscriber, INTERNET UNION provides the content of any proposed changes to the terms of the Agreement made using distance communication, by electronic means at indicated e-mail address, or by a similar means of distance communication. Subscriber has the right to withdraw from the changes made to the terms of the Agreement, without giving reasons, by submitting a relevant statement in writing within 10 days from receipt of the written confirmation. To meet this deadline, sending a statement before its expiry is enough. In the absence of proof to the Subscriber of the fact of submitting a statement on changing the terms of the Agreement and its scope and date of introducing changes, the date in which the Subscriber may withdraw from the amendment to the terms and conditions of the Agreement is 3 months and counts from the date submit a statement on changing the terms of the Agreement. However, if the Subscriber receives confirmation after the start of this period, the deadline is shortened to 10 days from the date of receipt of this confirmation.

7. Change in the scope of services related to the transfer of the Network Termination to a different Premises than indicated in The Agreement is made at the Subscriber's request, subject to the conditions specified in § 4, sections 2 and section 3.

§ 8 [SUBSCRIBER CHANGE]

1. With the consent of INTERNET UNION, the Subscriber may transfer the rights and obligations under the Agreement to the holder legal title to the Premises, meeting the Regulations or Price List requirements.

2. The Subscriber transferring the rights and obligations resulting from the Agreement is obliged to settle all receivables towards INTERNET UNION arising up to the date of the assignment and must be met before the assignment of rights and duties.

3. INTERNET UNION may charge a fee for transferring rights and obligations under the Agreement specified in the Price List.

4. In the event of the Subscriber's death, his spouse, descendants or ascendants may, within 30 days from the Subscriber's death, apply for the conclusion of a new Agreement and the provision of the Service under the terms of the existing Agreement. After receiving INTERNET UNION concludes the Agreement and continues to provide the Service under the terms of the current Agreement for the new subscriber

§ 9 [TERMINATION]

1. An agreement concluded for an indefinite period may be terminated by the Subscriber and the Operator with a 3-month notice period, effective at the end of the Settlement Period following the Period of Settlement, in which the Party received a statement of termination of the Agreement in such a way that it could read its content. The period starts to run on the date of receipt of the declaration. During the period of termination, the fees covered by the Agreement are still charged.

2. The agreement may be terminated by INTERNET UNION for important reasons, in particular when applied via INTERNET UNION, the technology does not allow the Premises to achieve the required parameters of the telecommunications connection or when these parameters deteriorate, with one month's notice, effective at the end of the calendar month. The notice period runs from the date of delivery of the notice to the Subscriber.

3. INTERNET UNION may terminate the Subscription Agreement unilaterally without notice in the following cases:

- 1) when the Subscriber is in delay with the payment of all or part of any amount due to INTERNET UNION by at least 10 days from the payment date, however, termination of the Agreement may take place after the Subscriber has been requested to make so late payment;
- 2) using the Equipment by the Subscriber contrary to its purpose, the Regulations, the Agreement or the Price List;
- 3) copying the Programs by the Subscriber in whole or in part for purposes exceeding the scope of its use personal, in particular, if it is related to obtaining financial benefits;
- 4) caused by the Subscriber or allowed by the Subscriber to cause interference in any way in the proper functioning of the Network;
- 5) when the Subscriber prevents INTERNET UNION from exchanging or accessing the Equipment in the manner agreed with INTERNET UNION the time limit for inspection, measurement or removal of a Defect or Failure, or evades agreeing to such a time limit;
- 6) the Subscriber's use of the Services provided by INTERNET UNION contrary to the Agreement or in a manner that interferes with the use of the Services by other Subscribers.
- 7) limitation of rights or withdrawal of permissions granted to INTERNET UNION,
- 8) failure to remove the reasons for Suspending the Service Provision or limiting the Services provided to the Subscriber after a prior unsuccessful request to remove the reasons for Suspension of Service Provision within no shorter than 3 days, in the event of a breach by the Subscriber of the terms of the Subscription Agreement or the Regulations, including in particular, delays in payment for the Service,
- 9) connect to the Equipment or to the Network Termination Device devices that do not meet the requirements set out in provisions or connecting telecommunications devices to the Network at points that are not its termination point,
- 10) the Subscriber loses the legal title to the Premises,
- 11) connecting by the Subscriber to the Network or Equipment more than one Terminal Device, provided that the conditions the Services specified in the Agreement do not provide otherwise;
- 12) putting the Subscriber into liquidation;
- 13) dissemination by the Subscriber on the Network of materials that are inconsistent with applicable law or good customs after the ineffective expiry of the deadline set by the INTERNET UNION for discontinuation of such activities, not shorter than 3 days and not longer than 7 days;
- 14) breach or attempt by the Subscriber to breach the integrity of the Internet or INTERNET Network UNION,
- 15) the Subscriber commits a gross violation of the provisions of the Agreement, the Regulations or the Price List;

4. The Subscriber may terminate the Agreement without observing the notice period by submitting a notice or a statement in writing if the service is interrupted due to the fault of INTERNET UNION or Force Majeure lasted continuously for at least 30 days. And the Subscriber undertakes to comply with the Agreement and the Regulations and pay the fees specified in the Price List on time. The declaration of termination of the Agreement referred to in sec. 1-4 should be submitted in person, in writing. The Agreement's termination notice should contain the data necessary to identify the Subscriber.

5. Re-conclusion of the Agreement may occur provided the Subscriber settles outstanding obligations towards INTERNET UNION.

§ 10 [TERMINATION OF AGREEMENT]

The Subscription Agreement expires as a result of the following:

- 1) death of the Subscriber;
- 2) termination or liquidation of the Subscriber who is not a Consumer, unless his rights and obligations remain taken over by the legal successor;

III. PRICING AND FEES

§ 11 [PRICING AND FEES]

1. Types and amounts of fees for Services provided by INTERNET UNION, rules for their settlement and types of Services are specified in the Price List.
2. INTERNET UNION reserves the right to change the Price List. INTERNET UNION delivers to the Subscriber in writing or via the Customer Panel and makes public the content of each change in the Price List in advance at least one month before these changes take effect. At the Subscriber's request, INTERNET UNION provides the content of each proposed change in the Price List electronically to the e-mail address indicated by the Subscriber for this purpose or using a similar means of remote communication.
3. Before the entry into force of the changes to the Price List indicated in the notification, the Subscriber may deliver to INTERNET UNION a written statement of termination of the Agreement due to lack of consent to changes to the Price List. In case of a failure statement, it is assumed that the Subscriber has agreed to the changes.
4. If the Service provided under the Agreement does not cover an entire calendar month, then the monthly fees are determined in proportion to the period of providing the Service in a given month.

§ 12 [BILL]

1. The bill for the Service is issued every month for a given Settlement Period. It contains information about the number of fees for Services provided by INTERNET UNION in a given Settlement Period or, in particularly justified cases or situations beyond the control of INTERNET UNION, in an earlier Settlement Period unless they were included in previous Bills. The bill may be in the form of a VAT invoice delivered in paper or electronic form. The type of Account is specified in the Agreement.
2. The bill is sent to the correspondence address indicated by the Subscriber or delivered in another way, mainly through the Customer Panel.
3. If the Bill is not received on time, the Subscriber must notify the INTERNET UNION immediately.

§ 13 [PAYMENTS]

1. Abonent zobowiązuje się do zapłaty należności z Rachunku w kwocie w nim wskazanej w terminie:
 - 1) by the 22nd day of the month (Settlement Period) preceding the month (Settlement Period) for which the billed monthly or
 - 2) 30 days from the conclusion of the Agreement - for the first Settlement Period or
 - 3) 14 days from the date of performance of the activity for which the fee is due - about fees paid once, or
 - 4) Specified in the Agreement or the Price List.
2. All payments made by the Subscriber of INTERNET UNION shall be credited in the first place against overdue receivables of INTERNET UNION, starting with the earliest due ones.
3. Fees will be paid to the INTERNET UNION bank account indicated in the Bill.
4. The day of making the payment is the day of crediting the bank account of INTERNET UNION.
5. The Subscriber's payment of fees for a period longer than the Settlement Period specified in the Agreement does not release him from the obligation to pay a surcharge for any fee increase after its payment.
6. In case of a delay in payment of any amount due to INTERNET UNION, INTERNET UNION has the right to charge statutory interest.
7. In case of a delay in payment to INTERNET UNION, INTERNET UNION has the right to Withhold Services. INTERNET UNION may make the restoration of the Service dependent on the payment of all amounts due under the Agreement, together with statutory interest.

8. If the payment is not due, INTERNET UNION will call the Subscriber in writing or via the Customer Panel to pay it, under pain of unilateral termination of the Agreement without observing the notice period in the procedure specified in § 9 sections 3 points 1 and take the actions referred to in section 8.

9. In the event of ineffective expiry of the deadline for payment referred to in § 9 section 3 item 1 during the Suspension period provision of the Service and after its expiration, INTERNET UNION may take actions provided for by law, aimed at in particular to recover the debts due to it. Resumption of the Service provision may occur only after the settlement of outstanding liabilities.

10. After suspending the Service provision and ineffectively requesting the Subscriber to pay the amount due within the time limit specified in § 9 sections 3 points 1, INTERNET UNION may unilaterally terminate the Subscription Agreement without notice period.

11. Termination of the Agreement does not release the Subscriber from the obligation to pay the fees due by its termination date.

IV. SERVICES

§14 [GENERAL PROVISIONS]

1. The agreement specifies the commencement date of the Service provision.

2. The above term does not bind INTERNET UNION in cases of:

- 1) acts or omissions of the Subscriber or third parties for which INTERNET UNION is not responsible,
- 2) acts of Force Majeure.

3. If subject to the above provisions, it is not possible to meet the application deadline before the lapse of the date of commencement of the provision of the Service, INTERNET UNION sets a new date of commencement of the provision of Services and informs the Subscriber about it, giving the reason for the delay.

4. The commencement date of the Service provision shall be the date of connection to the Network and the moment of Activation.

5. Before starting the provision of the Service, INTERNET UNION may conduct a Service efficiency test. Upon a positive result of the tests, the Subscriber is obliged to sign the Service Acceptance and Activation Protocol, provided that INTERNET UNION will present such a protocol.

6. On the date of commencement of the Service, the Subscriber may use it to the extent and under the conditions specified in Agreement, Regulations, Price List and legal provisions.

7. INTERNET UNION informs that the traffic management measures used by INTERNET UNION may, in certain situations, only in exceptional cases, e.g. in the event of a need to enforce a court ruling or an administrative decision or a failure of network congestion, the need to maintain the integrity and security of the network, cause a reduction in the quality of the service and access to the Internet, e.g. slower speed, increased latency or latency variability and increased packet loss or unavailability of specific resources.

8. INTERNET UNION does not use traffic management measures that cause violations without the consent of the subscriber's privacy and undertakes to apply standards ensuring the protection of the Subscriber's personal data.

9. INTERNET UNION stipulates that if the Subscriber uses electronic services (such as, e.g. streaming audio/video, IPTV, videoconference, VoIP communicators, p2p applications, and online games), part of the resources of the access service of the Internet is used to ensure the correct operation of a given service, as a consequence, it is noticeable the speed and quality of the Internet access service may be reduced, which could result in, for example, long periods of waiting for the opening of the website or the start of audio/video transmission, lowering the quality of the audio/video material played, breaks in the playback of audio/video material, reducing the quality of the VoIP voice connection, lengthening downloading and uploading data, and in extreme cases, unavailability of certain content or services.

10. In the case of the Internet access service INTERNET UNION, depending on the technology and offering, declares the following parameters: minimum speed - the minimum speed that INTERNET UNION undertakes to provide as part of the Internet access service; speed usually available - the speed that the subscriber can expect at most service use cases; maximum speed - the speed that can be achieved within a given service without overloading the network. The parameters of the Internet service are determined based on the length of the link, i.e. the distance between the termination of the Network and the active element of the INTERNET UNION network.

11. Significant deviations from the above speeds may limit or prevent the exercise of the right from obtaining access to information and content, from distributing it, and from using and sharing selected applications and services.

12. In the event of any repeated significant discrepancies between the actual performance of the Internet access service in terms of speed or other quality of service parameters and the declared values via INTERNET UNION, the Subscriber has the right to file a complaint for improper performance of the Agreement, such as: In this case, INTERNET UNION shall be liable on the terms set out in these Regulations.

13. In the scope of the Internet access service, the quality parameters of the service are indicated in the appendix of the Regulations.

§15 [STOPPING AND SUSPENSION OF THE SERVICES]

1. INTERNET UNION has the right to suspend the provision of the Service or its individual elements in the event of:

- 1) is delayed with the payment of all or part of any amount due to INTERNET UNION for at least 10 days from the payment date. However, termination of the Agreement may take place after prior requesting the Subscriber to pay the delayed amount,
- 2) persistent violation of the Regulations, the Agreement or other agreed conditions for the provision of the Service, or taking actions that hinder or prevent the provision of the Service to other Subscribers;
- 3) using the Service for illegal purposes,
- 4) causes or allows to cause in any way interfere with the proper functioning of the Network,
- 5) using the Service using telecommunications devices that do not meet the requirements in applicable regulations.

2. Resumption of Services after Suspension of Services under sec. 1 occurs after the reasons for Suspension of Services have ceased to exist, not earlier than after the Subscriber has paid the arrears towards INTERNET UNION, subject to § 9 sec. 3 point 8. Before suspending the provision of telecommunications services, INTERNET UNION calls on the subscriber to remove the reasons that would cause the suspension of the provision of telecommunications services. At the subscriber's request, Internet Union may temporarily suspend the provision of the Service for a period not exceeding six consecutive billing months, starting from the billing period following the period in which the request for suspension of the service was submitted. The subscriber has the right to request a suspension of services not more often than once every 6 months.

The request to suspend the service provision will be implemented only and exclusively if the Subscriber settles all financial liabilities towards Internet Union. The fee amount for suspending the provision of services is specified in the Price List. The subscriber may not submit an application for suspension of telecommunications service provision during the telecommunications service termination period. An application for suspension of the provision of services may be submitted in person at the Customer Service Office or via one of the dedicated contact channels. If the statement is submitted electronically, it will be archived and stored by Internet Union for at least 12 months. The statement must be in writing with a handwritten signature.

If the subscriber submits a declaration of termination of the contract for the provision of telecommunications services during the period of suspension of the provision of telecommunications services, the period of suspension of the provision of the service is interrupted on the last day of the settlement period in which the notice of termination was submitted Internet Union, the notice period begins to run from the settlement period following the period in which the statement reached Internet Union. In such a case, the declaration of termination of the service results in the resumption of the service and the charging of the subscription fee during the term of termination by the provisions of the Agreement and the Regulations.

§16

1. INTERNET UNION undertakes:

- 1) bring to the Subscriber's Premises an installation enabling the reception of television programs by the regulations in force in the territory of the Republic of Poland and to provide Services in the scope of access to TV channels as part of the Package selected by the Subscriber,
- 2) provide the Network Termination Point installed in the Premises with signals of Programs of the appropriate quality technical standards.

2. INTERNET UNION may make additional Programs available to the Subscriber free of charge, and making them available and discontinuing sharing does not require the consent of the Subscriber unless the programs are to be made available for adults only.

3. Replacing Programs within the Package for any reason requires informing the Subscriber in writing at least 14 days before their introduction. In such a case, the Subscriber has the right to terminate the Agreement without notice, but not later than within 14 days of making the change as part of the Package or discontinuing the Program rebroadcast.

4. INTERNET UNION reserves the right to broadcast Programs in the entire frequency band on the Web. About the frequency band in the Network, Subscribers will change informed appropriately. A change broadcasting frequency of the Program does not constitute an amendment to the Agreement.

5. INTERNET UNION may provide as part of the service in the scope of access to TV channels without additional charges. Analogue Programs constitute an Additional Service. The INTERNET UNION determines the type and number of Analogue Programs comprising the additional service within the Digital Television Service, regarding the benefit of the other services indicated in paragraph 3.

6. INTERNET UNION is not responsible for the content and form of the Programs.

7. The Subscriber may copy the Programs in whole or in part only for personal use if not associated with achieving financial benefits. The Subscriber has no right to reproduce the Programs in whole or in part parts using devices other than the Decoder.

8. INTERNET UNION is not responsible for the correctness of the information provided by the senders about television programs contained in the content of the electronic program guide.

9. The Subscriber is entitled to use services in the field of access to TV channels only for personal use own,

10. The Subscriber is obliged to:

1) timely payment of fees for the provision of Channel Access Services by Internet Union and any other receivables, the obligation to pay of which arises by the Agreement or the Price List,
2) comply with the rules of using the Service regarding access to TV channels or additional services specified in the Regulations, Agreement or Price List.

11. Tariff Services or Interactive Services, access secured with a PIN Password. To unlock access, use the PIN Password. Detailed information on the PIN Password settings can be found in the user manual delivered to the Subscribers, the Set-top Box, and the INTERNET UNION websites on the Internet.

12. A subscriber to the Service in the scope of access to TV channels using a PIN Password can activate the system security measures in providing specific Packages related to the user's age.

13. The Subscriber may disable the PIN Password, as a result of which operations performed in the Main Menu require confirmation that the PIN Password will be possible without entering it. The subscriber can, at any time, restore the protection of the operation with the PIN Password.

14. Packages or Interactive Services available as part of services in the scope of access to TV channels may contain content not intended for minors or persons who do not wish it. For security To access such content, the Subscriber must modify the default PIN Password and not disable the PIN password.

15. INTERNET UNION shall not be liable for unauthorised use of the PIN Password resulting from the Subscriber's disclosure of the PIN Password to third parties or the Subscriber's negligence; and failure to secure by the Subscriber, by changing the default PIN password, access to content not intended for minors or persons whom they don't want it.

16. As part of the services in the field of access to television channels, INTERNET UNION may provide Interactive Services. The Interactive Services are used using the Set-top Box provided by INTERNET UNION. Interactive Services are available on the terms described in the Regulations and the part of the Main Menu dedicated to Interactive Services.

17. INTERNET UNION offers "video on demand" as part of its Interactive Services, allowing subscribers to access periodically updated movies or broadcasts. Movies or broadcasts are made available individually or as part of specific packages.

18. Interactive Services may be paid or free of charge. In the case of paid Interactive Services, information on the fee amount is included in the part of the Main Menu devoted to Interactive Services.

19. In the case of paid Interactive Services, the fee amount is presented in the Main Menu, in the section devoted to a specific Interactive Service, in a way that allows the Subscriber to approve the fee using the PIN code before ordering the Interactive Service.

20. The fee for using one-off Interactive Services will be included in the Bill issued after the Settlement Period in which the Subscriber used paid Interactive Services.

21. INTERNET UNION has the right to modify or withdraw some or all Interactive Services, mainly due to technical difficulties in providing these Services, protection of privacy or Subscriber's data, or other reasons related to the content or operation of the Interactive Services.

22. INTERNET UNION is not responsible for the quality of programs resulting from the technical condition of television sets.

23. The Subscriber is obliged to provide Internet Union's Premises to control the functioning and operation of the Service in the scope of access to TV channels.

§17 COMPUTER NETWORK SERVICES]

1. INTERNET UNION is obliged to:

- 1) providing the Subscriber by INTERNET UNION with services related to permanent access to the Internet via the Computer Network through the connection located on the Premises,
- 2) ensuring uninterrupted access to the Network while maintaining the following parameters: maximum transfer at the level (EIR) selected by the Subscriber and included in the Price List, but it does not guarantee minimum parameters (CIR); CIR = NONE

2. The Subscriber is obliged to:

- 1) timely payment of fees for the provision of Computer Network Services by INTERNET UNION and any other fees other receivables, the obligation to pay which will arise by the Agreement or the Price List,
- 2) comply with the rules of using the network specified in the Regulations,
- 3) inform in writing or via means of remote communication, in particular via the Customer Panel, about the change of the End Device or MAC Address.

3. INTERNET UNION will take all reasonable steps to ensure that the data transfer available on the network is as good as possible and of the best quality. However, it does not guarantee that each data type will meet all quality requirements.

4. INTERNET UNION provides one IP address, which enables using one End Device for each. The subscriber may have a router to connect to one IP address of more End Devices, with the proviso that the Subscriber will secure his internet network on their own. The following address is charged an additional fee as in the price list.

5. With the Subscribers using services in the field of Computer Networks by essential means of communication with INTERNET UNION is the Customer Panel or e-mail through which all information is sent concerning the Wrocław Computer Network and individual correspondence intended for the Subscriber. Including purpose, for the duration of the Agreement, INTERNET UNION grants the Subscriber an e-mail account, the entire content of which the content is deleted at the time of expiration or termination of the Agreement, and the e-mail account and possible website of the Subscriber are closed at the same time.

6. INTERNET UNION undertakes due diligence to secure the e-mail server against access by unauthorised persons.

7. The Subscriber may indicate a different e-mail account for correspondence with INTERNET UNION than the e-mail account assigned via INTERNET UNION.

8. The Subscriber may not make the Computer Network services provided by Internet Union available to third parties or provide paid Internet access services or any other services corresponding to providing services supplied to him by Internet Union under the Agreement, based on Network Services Computer services provided by INTERNET UNION.

9. If the Subscriber, without agreement with INTERNET UNION, makes changes about those initially set by INTERNET UNION of the configuration and parameters of the Equipment and End Devices or will take other actions, knows whom it will be impossible for him to use the services of the Computer Network, the Subscriber shall cover all costs restoring the previous state, enabling re-use of the services, unless there is a defect or failure occurred despite the Subscriber

10. The Subscriber is obliged to use the services of the Computer Network by applicable law, decency, the provisions of the Agreement, the Regulations and the Rules of Network Ethics, both about the INTERNET UNION and third parties. Notwithstanding the foregoing, the Subscriber must maintain the security of the used IT system by regularly installing the security updates provided by software producers and using regularly updated anti-virus software.

11. The Subscriber and each person whom he has enabled to use the services of the Computer Network in the Premises is obliged to refrain from:

- 1) dissemination of materials containing content that is inconsistent with the law, e.g. of a racist nature or pornographic,
- 2) infringing the intellectual property rights of third parties,
- 3) make changes, delete or add any entries to third-party information without their consent,
- 4) conduct activities aimed at obtaining unauthorised access to computer systems or information stored in them, consisting in particular in breaking security measures or circumventing security mechanisms or procedures,
- 5) sending without ordered commercial information,
- 6) use the services of the Wrocław Computer Network in a way that may violate the correct functioning of the Network and computer systems enabling the provision of Computer Network services.

12. The Subscriber is responsible for any damage caused to INTERNET UNION due to a breach of obligations specified in the Agreement, Regulations and Terms of Appropriate Use, including being obliged to return INTERNET UNION costs incurred to remove the related irregularities.

13. INTERNET UNION informs that the achieved bandwidth in all technologies is influenced by many factors, which include: an increase in network load during peak hours or with a planned increase in the number of active users, the user's use of a subscriber device that does not support the given speed, the simultaneous use of the service by several home users, installation on the end device applications that reduce the transmission speed (antivirus, firewall).

14. The selected Internet access offer variant may limit the maximum bandwidth of the link.

15. Bandwidth of the Internet access service provided on copper lines in CU, LLU, and BSA technologies (ADSL cards and VDSL) depends on the link length, line quality, and attenuation, as well as the technical capabilities of the operator.

16. To verify the possible throughputs to be achieved on a given link, the appropriate better for the technology in which the service was provided, select the version of the Internet service. An additional line with the link length should be chosen for the service version for CU, LLU and BSA technologies.

17. Information about the version of the service and technology is included in the contract; information about the length of the link, if it has not been provided placed on the contract, can be obtained by calling the hotline at 600 600 101.

§18 [VOIP SERVICES]

1. INTERNET UNION undertakes to:

- 1) bringing to the Subscriber's Premises an installation enabling the provision of the VOIP service and the provision of the VOIP service within the Package selected by the Subscriber,
- 2) a unique telephone number assigned to the Subscriber, from which calls can be made by tariffs included in the Price List and receive incoming calls from all networks,
- 3) providing the Subscriber with a VOIP gateway for paid use.

2. The Subscriber undertakes to:

- 1) timely payment of fees for the provision of the VOIP service by INTERNET UNION and any other those whose obligation to pay arises by the Agreement, the Price List or the Regulations,
- 2) comply with the rules for using the VOIP or additional services specified in the Regulations.

3. INTERNET UNION provides VOIP Services to the Subscriber, in particular in the field of: local, zonal, long-distance, international, mobile networks and innovative grid services.

4. The Subscriber may use, in particular, additional services specified in the Agreement or the Price List.

5. INTERNET UNION reserves the right to determine the limit when concluding the Agreement or during its performance receivables for the provided VOIP Services.

6. In the case of exceeding the limit of receivables referred to in sec. 5, INTERNET UNION informs the Subscriber about it and calls for an advance payment towards the fees for the VOIP Services provided.

7. In the case of exceeding the limit referred to in par. 5 by more than 10% of its fixed amount until payment by the Subscriber of the advance referred to in sec. 6, INTERNET UNION reserves the right to suspend The subscriber can initiate some or all outgoing calls.

8. INTERNET UNION guarantees the correct operation of the VOIP Gateway for the period for which the Agreement was concluded.

9. INTERNET UNION undertakes to remove the Failure within 1 (one) business day from the notification time and replace the damaged VOIP Gateway within the same period.

INTERNET UNION is not responsible for the quality of calls under the VOIP Service. INTERNET UNION may change the broadcast. The telephone number referred to in § 18 sec. 15, with one month's notice. The obliged subscriber is to make your premises available to Internet Union to control the functioning and operation of the VOIP Service.

10. According to the INTERNET UNION offer, the subscriber has the right to apply to limit the possibility of initiating outgoing calls. INTERNET UNION may charge for making this restriction the fee provided for in the INTERNET UNION Price List.

11. VOIP Service Subscriber:

1) may not use any telecommunication devices that enable connection to the Network of INTERNET UNION and direct telecommunications links to it from other telecommunications networks;
2) may not direct telecommunications traffic to the INTERNET UNION Network from other telecommunications networks without consent of the INTERNET UNION.

12. INTERNET UNION assigns a unique telephone number to the Subscriber.

13. In the event of a change of place of residence, registered office or place of business, the Subscriber may request transferring the assigned number within the existing Network within the same numbering zone, if applicable technically possible. INTERNET UNION may charge a fee for transferring the assigned number provided in the Price List INTERNET UNION.

14. When changing the INTERNET UNION, the subscriber may request that the assigned number be transferred to the existing network operator in a geographic area - for geographic numbers or throughout the country - in the case of non-geographic numbers.

15. The subscriber referred to in sec. 16, requesting the transfer of the assigned telephone number, may terminate the Agreement without notice periods. In this case, the Subscriber is obliged to pay INTERNET UNION fees in the amount not exceeding the subscription fee for the period of notice but not higher than the subscription fee for one Settlement Period, plus a claim related to the relief granted to the Subscriber in and calculated in proportion to the time remaining until the end of the Agreement.

16. INTERNET UNION provides a list of Telephone Service Subscribers. It includes information bureau services and telephone numbers of Subscribers. It may also provide the necessary data to other telecommunications undertakings service that maintains the directory of subscribers or provides the service of information on telephone numbers. Post data of a Subscriber who is a natural person in the Subscribers' Directory, providing information on telephone numbers known Subscribers who are natural persons, as well as the transfer of such Subscriber's data to other telecommunications undertakings keeping lists of subscribers or providing the service of information on numbers calls requires the Subscriber's consent. INTERNET UNION provides forms, including the Subscriber's declaration of the consent referred to in the preceding sentence, particularly in INTERNET UNION and on the INTERNET UNION website.

17. INTERNET UNION provides the Subscriber free of charge with each Account with an essential list of executed accounts of Telephone Services, containing information on paid calls made, with an indication for each type number of billing units corresponding to the value of calls made by the Subscriber.

18. INTERNET UNION provides for a fee, within 14 days from submitting a written request by the Subscriber, a detailed list of Telephone Services for Settlement Periods preceding not more than 12 months of the Period. The billing account where the request was made. The detailed list contains information about paid calls made, with the following information for each call: called number, date and start time of the connection, duration and the amount of the connection fee, including the gross price and net. If the list was ordered in connection with a submitted complaint, which was accepted, INTERNET UNION does not charge a listing fee.

V. LIABILITY AND COMPLAINTS

§ 19 [RESPONSIBILITIES]

1. INTERNET UNION is liable for damages suffered by the Subscriber in connection with the failure to perform or improper performance of the Services, only to the extent specified in the Regulations and generally applicable legal regulations.
2. INTERNET UNION guarantees the removal of the Defect within 24 hours from its notification by telephone or SMS to the emergency telephone number (landline) 717 330 717 or mobile 600 600 101, with the emergency telephone number collected from Monday to Friday from 9 am to 5 pm Saturday from 9 am to 1 pm at other times you can send information by SMS to the number 600 600 101 or by e-mail to the following address: enjoy@moico.pl.
3. INTERNET UNION is not responsible for non-adaptation or defects of End Devices and does not make any repair, adjustment or adaptation. INTERNET UNION is not liable for other service disruptions resulting from the act or omission of the Subscriber.
4. In the event of damage or destruction of the Network Termination or Equipment resulting from its incorrect use, INTERNET UNION shall not be liable for the Subscriber's inability to use the Service.
5. INTERNET UNION is responsible for the non-performance or improper performance of telecommunications services unless the non-performance or improper performance of these services is the result of circumstances for which INTERNET UNION shall not be liable, e.g. it was caused by reasons attributable to the subscriber or was caused by force majeure event.
6. INTERNET UNION is not liable for damages resulting from violations referred to in § 6 section 7.
7. INTERNET UNION is not liable for damages caused to the End Device or software of the End Device due to interference by third parties.
8. INTERNET UNION is not responsible for properly operating the network card, which differs from the Equipment installed in Final.
9. INTERNET UNION does not guarantee transmission bandwidth outside the Network.
10. INTERNET UNION is not responsible for the content and form of materials distributed by the Subscriber inconsistent with applicable law or good practices.
11. INTERNET UNION is not responsible for data stored and transmitted over an external network, the Internet (of which the Network is also a part), or for losses resulting from the use or inability to use information or software.
12. INTERNET UNION does not supervise the activities of the Subscriber in this regard and has no obligation to monitor the materials, transmitted or collected by the Subscriber and is not responsible for:
 - 1) non-performance or improper performance of services ordered by the Subscriber and delivered via entities other than INTERNET UNION,
 - 2) any payments made by the Subscriber via the Internet,
 - 3) any damage incurred by the Subscriber who is not a Consumer due to data loss or delay in receiving or sending data caused by lack of transmission, incorrect or slow transmission, delays or interruptions in the provision of Wrocławska Sieć Komputerowa services.
13. The Subscriber has the right to file a complaint in connection with non-performance or improper performance of the Agreement, failure to the speed of downloading or uploading data and other parameters of the access service indicated in the Agreement to the Internet, failure to meet the deadline for concluding the Agreement, failure to meet the commencement date of the services or incorrect calculation of receivables for the provision of services.

§ 20 [CONTRACTUAL PENALTIES]

1. The amount and rules for calculating contractual penalties are specified in the Price List. Payment of contractual penalties specified herein paragraph does not limit the right of INTERNET UNION to claim damages on general terms.

§ 21 [REFUND]

1. For each day of interruption in the provision of the Service lasting longer than 24 hours, the Subscriber is entitled to a refund of 1/30 subscription fee for the provision of the VOIP Service.
2. For the period of interruption in the provision of a service other than the VOIP Service resulting from a Breakdown lasting more than 24 hours. The subscriber can reduce the subscription fee by 1/30 for each day of no signal.
3. Irrespective of the compensation determined by § 21 sec. 1 and 2, the Operator returns the total fee for performance not performed. If the service has been provided in part, the refund applies to the part-paid fees not covered by the service provided.
4. The refund is made based on a complaint submitted by the Subscriber in the manner specified in the Regulations. Return fees for the period of interruption in the provision of the Service will be made by deducting it from the Subscriber's debt to INTERNET UNION and, in the absence thereof - by transfer to the bank account indicated by the Subscriber.

§ 22 [COMPLAINTS]

1. Subscribers may submit complaints regarding failure to comply with INTERNET UNION's fault specified in the Agreement on the commencement date of the provision of the Services, non-performance or improper performance of the Services or incorrect calculation of the receivables for their provision. Filing a complaint does not suspend the obligation to pay the bill.
2. The complaint should contain the following:
 - 1) name and surname or name and address of residence or registered office of the Subscriber,
 - 2) specification of the subject of the complaint and the claimed period,
 - 3) presenting the circumstances justifying the complaint,
 - 4) the number assigned to the Subscriber to which the complaint relates, the registration number assigned to the Subscriber by INTERNET UNION or the address of the network termination point,
 - 5) the date of concluding the contract and the date of commencement of the telecommunications service specified therein - if applicable, failure to meet the deadline defined in the contract for the provision of telecommunications services due to the fault of the INTERNET UNION start providing these services,
 - 6) the amount of compensation or other receivables - if the Subscriber requests their payment, account number or the address appropriate for the payment of compensation or other receivables or an application for their crediting future payments - in the case referred to in point 6;
 - 7) signature of the Subscriber - in the case of a complaint submitted in writing.
3. If a complaint submitted in writing, orally for the record or by telephone does not meet the conditions specified in sec. 2 points 1-5, 7 or 8, the authorised person representing INTERNET UNION accepting the complaint is obliged to inform the Subscriber of the need to complete it immediately.
4. If the submitted complaint does not meet the conditions set out in para. 2 points 1-5 or 7-8, INTERNET UNION examining the complaint, if it considers it necessary for the proper consideration of the complaint, immediately calls on the Subscriber to supplement it, specifying the time limit, not shorter than 7 days, and the scope of such supplementation, with an instruction that failure to complete the complaint within the specified period will result in leaving the complaint without consideration. After the ineffective expiry of the deadline, the complaint is left without consideration. If the complaint is the amount referred to in par. 2, points 6, and the right to compensation or reimbursement of other amounts due is not raised doubts, the service provider's unit dealing with the complaint treats the complaint as if the amount was specified.
5. A complaint may be submitted in writing, by phone or orally to the protocol drawn up by the representative INTERNET UNION, as well as using other means of remote communication, including by road electronically, unless technical possibilities prevent this.
6. In the case of submitting a complaint in writing or orally for the record, an authorised person representing INTERNET UNION accepting the complaint is obliged to confirm its receipt in writing immediately.
7. In the case of submitting a complaint in writing, by phone or using other means of communication remotely, including electronically, INTERNET UNION is obliged within 14 days from the date of submission complaint to confirm its receipt in writing, specifying the name, address and telephone number of the unit the service provider dealing with the complaint.
8. The provision of sec. 7 shall not apply if the complaint is answered within 14 days from its date assemblies.

9. A complaint may be submitted within 12 months from the last day of the settlement period in which the interruption in the provision of telecommunications services has ended or from the day on which the service was improperly provided performed or was to be performed, or from the date of delivery of the invoice containing the incorrect one calculation of receivables for the provision of telecommunications services.

10. A complaint submitted after the expiry of the deadline is left without consideration, which INTERNET UNION considers the complaint shall be immediately notified to the Subscriber.

11. INTERNET UNION provides a written response to it within 30 days from the date of submitting the complaint.

12. The response to the complaint should include the following:

- 1) the name of the INTERNET UNION,
- 2) establishing the legal basis,
- 3) decision on accepting or refusing to accept the complaint,
- 4) in the case of awarding compensation - specification of the amount and date of its payment,
- 5) in the case of reimbursement of another receivable - specifying the amount and the date of its return,
- 6) instruction on the exhaustion of the complaint procedure, the right to pursue claims in the proceedings court, and additionally, if the Subscriber is a Consumer, about the right to pursue claims referred to in Art. 109 and 110 PTU, including in particular the possibility of settling a property dispute resulting from the contract for the provision of telecommunications services by the consumer arbitration court at the President's Office of Electronic Communications.
- 7) signature of an authorised employee representing INTERNET UNION, specifying the positions occupied.

13. In the event of refusal to accept the complaint in whole or in part, the response to the complaint should:

- 1) additionally, include a factual and legal justification,
- 2) be delivered to the Subscriber by registered mail.

14. Civil law dispute between the Subscriber, a consumer within the meaning of the law, and INTERNET UNION may also be terminated amicably through out-of-court resolution proceedings in consumer disputes.

VI. FINAL PROVISIONS

§ 23 [CHANGES TO THE TERMS AND CONDITIONS]

1. INTERNET UNION shall notify the Subscriber of any changes to the Regulations in writing or via the Co. Customer Panel at least 1 month before they enter into force. The Subscriber, not later than on the last day before they entered into force amendments to the Regulations, may deliver to INTERNET UNION a written statement of termination of the Agreement due to lack thereof acceptance of changes to the Regulations. Lack of a written statement by the Subscriber within the period mentioned above means acceptance of changes.

2. In the event of termination of the Agreement by the Subscriber due to the Subscriber's exercise of the right, referred to in paragraph 1 before the deadline set in the Agreement, INTERNET UNION is not entitled to claim compensation as well as a claim for reimbursement of the relief granted.

3. The provision of sec. 2 shall not apply if the need to introduce the changes referred to in par. 1 occurs as a result of changes in legal regulations.

§ 24 [OTHER FINAL PROVISIONS]

1. When performing its obligations under the Agreement, INTERNET UNION may cooperate with persons third parties, in particular, to entrust the performance of the Agreement to another INTERNET UNION, to which the Subscriber agrees. — I propose to delete this paragraph)

2. In the event of a transfer of all or part of the INTERNET UNION enterprise to another entity, this entity will automatically take over all rights and obligations arising from the subscription agreement and becomes a party to the agreement instead of INTERNET UNION. In such a case, INTERNET UNION shall notify the Subscriber in writing at least 1 month after the planned commencement of the provision of services by the new enterprise. Accordingly, The subscriber has the right to withdraw from the contract due to the change of the entity. The Subscriber should submit a written statement within 1 month of notifying the Subscriber of the change subject. Suppose the declaration is not submitted within the period mentioned above. In that case, the Subscriber shall be deemed to have consented to continuing the provision of services by the new entity.

3. INTERNET UNION reserves the right to record telephone conversations conducted by the Subscriber with the INTERNET UNION to record its requests, statements or orders.

4. In matters not covered by the Regulations, the provisions of applicable law shall apply, in particular PTU regulations, executive regulations to PTU and the provisions of the Civil Code.

5. In the event of a conflict between any provisions of the Regulations and the requirements of the Agreement, the priority applied is subject to the Agreement's provisions.

§ 25 [ENTRY INTO FORCE OF THE REGULATIONS]

The Regulations come into force on 01.06.2011.