

**REGULATIONS FOR PROVIDING TELECOMMUNICATIONS SERVICES BY EXATEL SA.****PART I****DEFINITIONS**

Subscriber – an individual, legal person, an unincorporated business unit that is a Party to the Agreement.

Service Activation – starting date for providing the Services by EXATEL, resulting from the Agreement and specified in the Certificate of Delivery signed by the Parties.

EXATEL – EXATEL SA, based in Warsaw 04-164, at ul. Perkuna 47.

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

Consumer – an individual that has concluded the Agreement with EXATEL for the purpose not directly related to their business or profession.

Act – Telecommunications Law of July 16<sup>th</sup>, 2004 (J.L. 04.171.1800).

Order Acceptance Confirmation – a document confirming Order acceptance and delivered to the Subscriber by EXATEL.

Certificate of Delivery – a protocol signed by the Parties to the Agreement confirming Service tests and its technical efficiency, as well as a protocol of installation and de-installation of CPE, other Devices or the Subscriber's devices, and a protocol of Service reconfiguration.

Regulations – these Regulations for Providing Telecommunications Services by EXATEL SA.

Parties – EXATEL or the Subscriber.

Agreement – agreement for providing telecommunications services concluded in writing, based on which EXATEL provides telecommunications services to the Subscriber. An Order accepted by EXATEL also constitutes the Agreement.

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

Subscriber Equipment – Subscriber's telecommunications equipment used for providing Services.

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

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

Voice Services – Services consisting of real-time voice transmission over a phonic band between the Subscribers of a public network.

Data Transmission Services – Services consisting of ensuring transmission of digital data between data communication terminal devices.

Co-location Services – Services consisting of providing access to the premises where the Subscriber Equipment is to be installed.

Order – order form submitted by the Subscriber, accepted by EXATEL and concluded in writing, based on which EXATEL provides Services to the Subscriber or an order form that changes the scope of the Agreement.

**PART II****GENERAL****§1**

The Regulations specify the scope, terms and conditions for providing telecommunications Services to the Subscriber by EXATEL SA, based in Warsaw 04-164, at ul. Perkuna 47.

**§2**

Regulations for providing telecommunications Services have been prepared in line with the Act and applicable bylaws.

**§3**

EXATEL is a telecommunications operator based on the rights to provide telecommunications services pursuant to the Act and these Regulations.

**SCOPE OF SERVICES****§4**

1. Exatel shall provide the following telecommunications Services:

- a) Voice Services,
- b) Internet Services,
- c) Co-location Services,
- d) Data Transmission Services

2. EXATEL may provide other services beyond the scope of Voice, Internet, Co-location and Data Transmission Services.

3. A detailed list of the Services provided has been included in the Agreement concluded by EXATEL with the Subscriber.

**MODE OF AGREEMENT  
CONCLUSION, ORDERS****§5**

1. Telecommunications services are provided to the Subscriber by EXATEL, based on the Agreement signed by EXATEL and the Subscriber, with the scope of such Services specified in detail in the Agreement and its annexes.

2. An Order and its annexes, submitted by the Subscriber and accepted by EXATEL in line with the procedure referred to in § 7, also constitute the Agreement.

**§6**

1. The subject matter of the Agreement may refer to the provision of one or several Services.

2. The scope of Services provided to the Subscriber by EXATEL may be extended, based on written annexes to the Agreement or based on Orders placed by the Subscriber and accepted by EXATEL.

3. The Agreement has to be concluded and amended in writing or otherwise remains null and void.

**§7**

1. For ordering the Service based on the Order form:

a) The Subscriber sends an Order form adequate for the Service ordered, to EXATEL.

b) EXATEL notifies the Subscriber of the Order receipt immediately after its registration; however, not later than within 7 days from the date of the Order receipt. EXATEL sends to the Subscriber a confirmation of Order acceptance or notification of the impossibility to execute an Order immediately after Order processing; however, not later than within 30 days from the date of the Order receipt or 60 days if the Order execution requires additional arrangements with the Subscriber or any other provider of telecommunications services.

2. The Parties shall conclude the Agreement after Order acceptance by EXATEL. Order acceptance shall be understood as signing by EXATEL of the Order placed by the Subscriber.

3. After Order acceptance, EXATEL sends to the Subscriber the Order Acceptance Confirmation, plus a signed Order.

4. The starting date for providing the Service by EXATEL shall be max. 14 days from the date of the Order Acceptance Confirmation, unless otherwise agreed by the Parties.

**§8**

The Subscriber shall have the right to reserve network resources necessary to provide a Service with the reservation period specified in the Agreement, whereas:

a) the reservation period starts on the date of the Order Acceptance Confirmation by EXATEL,

b) reservation fees are charged in line 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 produce an identity document or a document confirming their legal status, as well as relevant additional documents and information, in line with the applicable legal regulations,

b) the authenticity of the documents produced by the Subscriber is doubtful,

c) there is a reasonable cause to believe that the Subscriber will not be able to fulfil their contractual obligations, and in particular, when the Agreement with the Subscriber was terminated previously due to the Subscriber's failure to make prompt payments or EXATEL received reliable information of terminating an agreement with the Subscriber by any other provider of telecommunications services due to the Subscriber's failure to make prompt payments,

d) the scope or manner of using the network and the Services as proposed by the Subscriber may have a negative impact on

providing services to other Subscribers to the EXATEL network and Services,

- e) technical parameters for providing the Services are inadequate.

#### §10

The Subscriber shall have the right to withdraw from the concluded Agreement before the Service Activation date. If this is the case, the Subscriber shall be obliged to cover all documented costs incurred by EXATEL for the Service provision and related to the EXATEL's preparation to provide a telecommunications Service.

### SERVICE ACTIVATION. CERTIFICATE OF DELIVERY

#### §11

1. The starting date for providing a Service by EXATEL (Service Activation) shall be specified in the Agreement concluded by the Parties.
2. The Service shall be activated within the period of time agreed on by the Parties and specified in the Agreement based on the Certificate of Delivery signed by the Parties that constitutes the basis for calculating Service fees.
3. If the Service Activation date has not been specified, the Service shall be activated as of the date specified in the Certificate of Delivery.
4. If the Subscriber fails to sign the Certificate of Delivery within 5 working days from the date of submitting the Certificate of Delivery by EXATEL to the Subscriber, and fails to make any written reservations within the period referred to above, the Service shall be deemed as effectively delivered and activated in line with the Service Activation date specified in the Certificate of Delivery.
5. If the Subscriber fails to sign the Certificate of Delivery due to their fault, within the period of time specified in section 4 hereof, they shall pay to EXATEL a contractual penalty equal to the installation fee pursuant to the Agreement.
6. If the Subscriber fails to sign the Certificate of Delivery due to their fault, within the period of time specified in section 4 hereof, regardless of the provisions of section 5 hereof, EXATEL shall have the right to withdraw from the Agreement with immediate effect.

### TERMS AND CONDITIONS FOR PROVIDING TELECOMMUNICATIONS SERVICES

#### §12

1. For the purpose of executing the Agreement, EXATEL may install CPE, depending on the scope of Services provided to the Subscriber.
2. The fee for the use of CPE shall be specified in the Agreement.
3. Any repairs, changes in the installation and configuration of EXATEL's CPE used for providing Services to the Subscriber can only be made by the EXATEL staff or persons authorised by EXATEL to perform such activities.

4. The Subscriber shall be obliged to use CPE in line with its intended purpose and requirements regarding its correct use.
5. The Subscriber shall be responsible for protecting CPE against unauthorised access.
6. The Subscriber shall not provide access to CPE to any third party based on any legal title.

#### §13

1. Subscriber Equipment may be installed for the purpose of executing the Agreement. All the Subscriber Equipment connected to the EXATEL network has to hold valid certificates, conformity marks, and declarations of conformity and approval certificates issued by competent authorities.
2. If the EXATEL technical service finds that the Subscriber has connected the Subscriber Equipment with no documents referred to in section 1, and devices that have a negative impact on the operation of the telecommunications network, EXATEL shall be entitled to disconnect the Subscriber Equipment and limit or suspend provision of telecommunications Services provided via this Subscriber Equipment. 3. EXATEL shall have the right to verify the correct installation of the Subscriber Equipment by the Subscriber. EXATEL technical staff shall implement such a verification. The verification shall be implemented within 14 working days from the date the Subscriber reports the installation at the Customer Service. EXATEL shall charge a fee for the verification of the installation by its technical service, as specified in the Agreement.

#### §14

EXATEL shall be obliged to:

- a) provide the Services to the Subscriber in the scope and on the conditions specified in the Agreement,
- b) ensure uninterrupted provision of the Services to the Subscriber and inform of any limited access to the Services related to necessary repairs and maintenance,
- c) provide the Subscriber with the technical information on the parameters of the Services provided, in the scope necessary to provide each individual Service,
- d) inform the Subscriber of any changes in the address and the data provided in the Address List that constitutes an Annex to the Agreement.

#### §15

The Subscriber shall be obliged to observe the provisions of the Agreement and:

- a) to make prompt payments specified in the VAT invoice for providing the Services by EXATEL,
- b) not to make any changes in the CPE that is EXATEL's property, used to provide a Service, and not to connect to the EXATEL network of any lines and devices that do not meet adequate technical requirements not specified in the Agreement,
- c) to return CPE after the term of the Agreement, in the condition that is not worse than the condition resulting from fair wear and tear, and correct use,
- d) in the event of damage to or loss of CPE, to reimburse all the documented costs incurred by EXATEL,

- e) to make it possible for the EXATEL authorised representatives to operate and control the CPE used to provide a Service, to provide access to the premises to the EXATEL staff for the purpose of eliminating failures or performing maintenance works,
- f) to notify EXATEL of any abnormalities found in the operation of the devices provided and to report any incidents of unauthorised operations in the EXATEL network or operations that put the interest of other Subscribers at risk,
- g) to inform EXATEL of any changes in the address and the data provided in the Address List that constitutes an Annex to the Agreement,
- h) to inform EXATEL of non-receipt of an invoice, if the Subscriber did not receive an invoice within the usual period of time for the delivery.

### FEES FOR TELECOMMUNICATIONS SERVICES PROVIDED

#### §16

1. Fees for the Services provided are specified in each individual Agreement.
2. The fees denominated in EURO or any other currency are translated into Polish zloty in the invoice, according to the average exchange rate of the National Bank of Poland applicable as at 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 an incomplete one, when a given Service to which a settlement is applicable, is activated. Unless otherwise agreed by the Parties, a settlement for a given settlement period shall be applicable to all Services provided to the Subscriber by EXATEL pursuant to the Agreement.
5. The Installation Fee for setting up a Service is calculated by EXATEL in the first VAT invoice issued after the Service Activation.
6. EXATEL shall charge a Monthly Subscription Fee for the maintenance and supervision of the EXATEL telecommunications network, ready to provide Services to the Subscriber and for obtaining telecommunications resources.
7. EXATEL shall calculate the Monthly Subscription Fee for the Services provided in arrears, from the date of Activation of a given Service included in the Agreement.
8. For Service provision for an incomplete settlement period, the Monthly Subscription Fee is calculated as a product of the number of days when a given Service was provided and 1/30 of the subscription fee due for the Service.
9. EXATEL shall calculate the Monthly Fees for the Voice Services in arrears, from the date of Activation of a given Voice Service, pursuant to the Agreement, according to the type and scope of calls made by the Subscriber.
10. EXATEL reserves the right to include fees for calls made as part of the Voice Services in previous settlement periods in a VAT invoice, if these have not been included in the invoices for the previous periods.
11. VAT invoices shall also include additional fees resulting from the Agreement.

12. Fees for the Services shall be payable via a bank transfer made to the account number indicated in the EXATEL invoice for each month, within 21 days from the date of invoice issue, under pain of statutory penalty interest for delayed payment. In the event of failure to deliver the invoice to the Subscriber within 7 days from the date of invoice issue, the payment date shall be calculated from the date of invoice delivery by EXATEL to the Subscriber.
13. EXATEL shall include the discounts resulting from accepted complaints in the VAT invoices for the settlement period to which a discount is applicable or in a correcting VAT invoice.
14. EXATEL holds a tax identification number (NIP) 527-010-45-68.
15. Amounts receivable by EXATEL will be increased by the VAT amount in line with the applicable regulations.

#### §17

EXATEL shall charge fees for the reservation of the network resources referred to in § 8, in the amount resulting from the Agreement, in line with the following rules accordingly:

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

#### §18

1. Taking into account the scope of the Services used by the Subscriber, EXATEL may grant discounted fees for the Services provided. The value of discounts will be specified in individual Agreements concluded with the Subscribers.
2. EXATEL shall be entitled to organise special offers. Terms and conditions of the Agreements concluded, as part of a special offer, shall be specified in the regulations for the special offer. In the issues not specified in the regulations for the special offer, the terms and conditions of the Regulations and the Agreements apply.

### TERM AND TERMINATION OF THE AGREEMENT

#### §19

1. The Parties conclude Agreements for an indefinite or definite period of time.
2. The terms of the Agreement for individual Services shall be specified in the Agreement for a given Service.
3. The Agreement may be terminated at any time by mutual agreement of the Parties.
4. If the Agreement has been concluded for an indefinite period of time, it may be terminated by either Party in whole or in the scope related to individual Services, with 3 months notice effective as at the end of a calendar month. However, the whole Agreement or part of it related to individual Services cannot be terminated before the expiry of a 1-year period from the date of Activation of each Service, unless otherwise agreed by the Parties.
5. The whole Agreement or part of it related to individual Services shall be terminated as at

the date of expiry of the term of notice or term of the Agreement.

6. EXATEL shall have the right to suspend provision of Services, if:
  - a) the Subscriber is behind with payments for the services provided by EXATEL for more than 30 days, with a prior written notice and ineffective expiry of an additional payment deadline,
  - b) the Subscriber uses the Service and CPE used to provide a Service in the manner that puts the essential interests of other Subscribers or the EXATEL interests at risk,
  - c) the Subscriber grossly violates provisions of the Regulations, the Agreement and the applicable legal regulations.
7. EXATEL shall have the right to terminate the Agreement with immediate effect in the cases referred to in section 6 a), b) and c) or in the case of gross violation of the Regulations and the Agreement by the Subscriber, if the Subscriber does not rectify the violations or effects of violations after an ineffective expiry of the deadline set by EXATEL.
8. The Subscriber shall have the right to terminate the Agreement with immediate effect in the case of gross violation of the Regulations and the Agreement by EXATEL, if EXATEL does not rectify the violations or effects of violations after an ineffective expiry of the deadline agreed by the Parties.
9. EXATEL shall have the right to disconnect immediately the Subscriber if they attempt, illegally, to obtain access to the resources of IT systems of other Subscribers via the EXATEL network.
10. The Subscriber shall be obliged to provide access to the EXATEL technical service to the premises or the property for the purpose of disassembling any CPE installed by EXATEL in order to provide Services to the Subscriber.

### SERVICE LEVEL AGREEMENT

#### §20

The reliability and quality parameters of the services provided by EXATEL have been specified in the Service Level Agreement for a given Service that constitutes an annex to the Agreement.

### COMPLAINTS

#### §21

The Subscribers dissatisfied with the Service quality or amount of fees for the Service, may file complaints for failure to provide, or improper provision of a Service.

#### §22

In particular, complaints may refer to:

- a) providing a Service with the violation of the conditions specified in the Regulations and the Agreement,
- b) failure to meet the date for the Service provision by EXATEL,
- c) failures, technical defects and disruptions in providing a Service,
- d) the amount of fees for the Service, including incorrect calculation of such fees.

#### §23

1. The Subscriber shall file complaints at the EXATEL Customer Service. Complaints may be filed in writing, in person and recorded in a protocol, via phone, fax or e-mail.
2. A complaint may be filed within 12 months from the last day of the settlement period when Service provision was restored, or from the day when a Service was improperly provided or was to be provided, or from the day of delivery of the invoice with an incorrect calculation of a payment for the Service.
3. The procedure for reporting failures, technical defects and disruptions in the Service provision has been described in the Service Level Agreement.
4. The Subscriber shall file other complaints in line with § 24, subject to the provisions of section 5.
5. If the Subscriber files a complaint regarding an invoice:
  - a) EXATEL is obliged to reply to the reservations made within 7 working days from the date of complaint receipt. Failure to reply within the period referred to above shall be considered as an acceptance of the reservations. If EXATEL accepts the reservations, it shall issue a correcting invoice within 7 working days from the date of complaint.
  - b) if the Subscriber's complaint refers to the amount payable as specified in the invoice, they shall be entitled to withhold a payment only in part that is the subject of a written complaint. The Subscriber shall be obliged to make the payment that is not disputable by the date specified in the invoice.

#### §24

1. A complaint should specify:
  - a) the first name and surname or the name, Subscriber's residence address or address of the Subscriber's head office,
  - b) the subject matter of a complaint and the period subject to complaint,
  - c) the circumstances that substantiate the complaint,
  - d) information that explicitly identifies the customer, the service or an incident that is subject to complaint (e.g. assigned number, line ID, order number, location address, address of the network termination point, number of incident that is subject to complaint)
  - e) date of Agreement conclusion and starting date for activating a telecommunications service specified therein, for complaints referred to in § 22, letter b),
  - f) amount of a discount or any other amount receivable, if the Subscriber demands such a payment,
  - g) bank account number or the address for the payment of a discount or any other amount receivable, or an application to recognise such amounts on account of future payments,
  - h) Subscriber's signature for complaints made in writing,
  - i) the name and telephone number of the contact person as regards a complaint, if different from the contact person indicated in the Address List.
2. Within 7 days from filing a complaint by the Subscriber, the unit processing a complaint is

obliged to confirm complaint acceptance in writing and provide the name, address and telephone number of the EXATEL's unit processing a complaint.

3. If a complaint made in writing, in person and recorded in a protocol or via phone fails to meet the conditions referred to in § 24, section 1, letters a)-e), g) and i), an authorised person collecting a complaint shall promptly inform the Subscriber of the necessity to complete it.
4. If a complaint fails to meet the conditions referred to in § 24, section 1, letters a)-e), g) and i), an authorised person processing a complaint shall promptly request that the Subscriber completes the missing information, if it is deemed necessary for the correct complaint processing, specifying a min. 7-day period, and the scope of the missing information to be completed, with the information that in the event of failure to complete a complaint in the specified period it shall not be processed. After ineffective expiry of the indicated period of time, a complaint is left unprocessed.
5. If a complaint does not specify the amount, and the right to receive a discount or reimbursement for any other amount does not raise any doubts, a person processing a complaint shall treat it as if such an amount has been specified.
6. A complaint made by the Subscriber should be processed by EXATEL immediately after it has been filed, however not later than within 14 days from its filing date. If additional explanatory proceedings are necessary, a complaint shall be processed not later than within 30 days from its filing date.
7. EXATEL shall inform the Subscriber in writing of the manner of processing a complaint.
8. A reply to a complaint shall specify:
  - a) name of the EXATEL's complaint processing unit,
  - b) legal grounds,
  - c) decision to accept or refuse to accept a complaint,
  - d) for discounts granted, the amount and payment date,
  - e) for other reimbursements, amount and payment date,
  - f) information on exhausting the complaint proceedings and the right to pursue claims in a court of law, and also, if the Complaining Party is the Consumer, on the right to pursue claims in the proceedings referred to in arts. 109 and 110 of the Act,
  - g) signature of the EXATEL's authorised representative and their job position.
9. For refusals to accept a complaint in whole or in part, a reply:
  - a) shall additionally include factual and legal substantiation,
  - b) shall be delivered to the Subscriber by registered mail.

### **LIABILITY FOR DEFAULT IN PROVISION OR IMPROPER PROVISION OF TELECOMMUNICATIONS SERVICES, DISCOUNTS**

#### **§25**

1. EXATEL shall be liable for default in provision or improper provision of the Services according to the applicable law and on conditions specified in the Regulations and the Agreement.
2. EXATEL shall not be liable for default in provision or improper provision of the Services, due to:
  - a) the reasons beyond EXATEL's responsibility, and in particular damage to the telecommunications infrastructure caused by the Subscriber or third parties, for which EXATEL is not responsible, and in the event of faulty Subscriber's software and/or equipment,
  - b) force majeure.
3. If EXATEL fails to provide the reliability and quality parameters of the Services, the Subscriber shall be entitled to a discount, depending on the type of a parameter.
4. Amounts of discounts, rules for their calculation for individual Services have been described in the Service Level Agreement.
5. Under no circumstances shall EXATEL be liable towards the Subscriber for the loss of expected benefits.
6. EXATEL shall not be liable for the data sent by the Subscriber in relation to the use of the services provided by EXATEL.

### **CONFIDENTIALITY, TELECOMMUNICATIONS SECRET AND PERSONAL DATA PROCESSING**

#### **§26**

1. The Subscriber and EXATEL shall be obliged:
  - a) to keep strictly confidential all technical, technological, economic, financial, commercial, legal and organisational information regarding the other Party, obtained from the other Party during discussions and Agreement implementation (Information), regardless of the form of providing such Information and its source,
  - b) to use the Information only for the purpose of performing the Services and obligations resulting from the Agreement,
  - c) to take all steps necessary to ensure that none of the persons receiving the Information, as per section 1, discloses such Information in whole or in part to third parties without the prior written consent of the Party to whom the Information or the source refers,
  - d) to disclose the Information referred to in section 1.a only to the personnel of the Parties that will need it to perform their duties, and only in the scope in which the Information recipient needs to have access to such Information for the purposes referred to in section 1.b,
  - e) not to copy, reproduce or in any way distribute any part of the Information referred

to in section 1.a, except for justified cases for the purposes referred to in section 1.b.

2. Provisions of section 1 shall not apply to the Information obtained from the other Party, if:
  - a) it has been published, known and made officially public without violating the provisions of this paragraph,
  - b) it has been provided by a third party without violating any obligations regarding non-disclosure towards the Parties,
  - c) it shall be provided by either Party with a prior written consent of the other Party,
  - d) it has to be disclosed pursuant to the applicable legal regulations.

#### **§27**

1. EXATEL shall ensure protection of the telecommunications secret in line with the Act and shall undertake to ensure keeping the telecommunications secret by its staff.
2. For advertising purposes, EXATEL shall have the right to disclose names of the Subscribers that use the EXATEL services and the general scope of the Services provided to such Subscribers.

#### **§28**

1. EXATEL shall ensure adequate security of the Services provided via the EXATEL network, and in particular:
  - a) secure access to the EXATEL telecommunications facilities where network devices are installed,
  - b) secure access to the EXATEL databases that store information being the telecommunications secret,
  - c) close technical supervision of the connections made with the use of own telecommunications resources and the resources of other providers of telecommunications services used to provide EXATEL Services,
2. Based on a separate Agreement, EXATEL shall ensure data encryption and delivery of security systems agreed on with the Subscriber.

#### **§29**

EXATEL shall not be liable for unauthorised access to the information sent via the EXATEL network if such unauthorised access is due to the fault of the Subscriber, a third party for whom EXATEL is not responsible, or due to an event of force majeure.

### **CHANGES IN THE REGULATIONS**

#### **§30**

1. In the event of any changes in these Regulations, EXATEL shall inform the Subscriber, in writing, of the scope of such changes at least 1 settlement period prior to the implementation of such changes.
2. If the Subscriber does not accept changes in the Regulations, they shall have the right to terminate the Agreement observing the term of notice, within 14 days from the date of receipt of a notification of changes in the Regulations.
3. If the Subscriber fails to terminate the Agreement within the period of time indicated

in section 2, it shall be understood as acceptance of the new terms and conditions.

4. During the term of notice, the Regulations binding so far apply.

### **PART III**

#### **PROVISIONS REGARDING AGREEMENTS CONCLUDED WITH CONSUMERS**

##### **§31**

1. The Consumer shall be entitled to withdraw from the concluded Agreement without providing any grounds, within 10 days from its conclusion, and shall be exempt from any related obligations, unless legal regulations provide otherwise.
2. § 10 of the Regulations regarding covering by the Subscriber (for the Subscriber's withdrawal from concluding the Agreement) of the actual costs related to EXATEL's preparation to provide a Service and incurred by EXATEL before the starting date of providing the Service, does not apply to the Agreements concluded with the Consumers.

### **PART IV**

#### **FINAL PROVISIONS**

##### **§32**

The Subscriber cannot transfer the rights and obligations resulting from the Agreement to a third Party without EXATEL's prior written consent.

##### **§33**

None of the provisions of the Regulations and the Agreement shall not constitute or result in the transfer to the Subscriber or the Subscriber's right to use any trademarks, services, service designation, inventions, patents, copyrights or any other intellectual or commercial property of EXATEL.

##### **§34**

1. In the cases not regulated in these Regulations, the applicable legal regulations, and in particular, the Telecommunications Law with pertinent bylaws and the regulations of the Civil Code apply.
2. The cases beyond the subject matter of the Regulations shall be regulated with separate agreements.

##### **§35**

The Regulations become effective as of November 23<sup>rd</sup>, 2004.

##### **§36**

1. As of the effective date of these Regulations, subject to the provisions of section 2, the following cease to be in force:
  - a) Regulations for providing telecommunications services by Bankowe Przedsiębiorstwo Telekomunikacyjne Telbank SA.
  - b) Regulations for providing the ISDN Access Service by Telekomunikacja Energetyczna TEL-ENERGO SA.

- c) Terms and conditions for providing IP Services by Telekomunikacja Energetyczna TEL-ENERGO SA.

- d) Terms and conditions for providing line lease services.

- e) Terms and conditions for providing co-location services.

2. For Agreements concluded between the Parties before the effective date of these Regulations, the relevant conditions and acquired rules resulting from the acts referred to in section 1 a)-e) apply, until these Regulations become effective by way of an annex to the Agreement.