

Warsaw, December 21, 2016

Dear Sirs,

We would like to inform you that on January 1, 2017 in the territory of the Republic of Poland comes into force the Regulation (EU) 2015/2120 of the European Parliament and of the Council of November 25, 2015 laying down measures concerning open Internet access and amending Directive 2002/22/EC on universal service and users' rights relating to electronic communication networks and services and Regulation (EU) no. 531/2012 on roaming on public mobile communication networks within the Union.

Due to the need to modify the Communications Service Delivery Regulations and the specimen of agreement, as well as the obligation, stemming from Article 60a (3a) of the Act of July 16, 2004 – the Telecommunication Law (Journal of Laws of 2016, item 1489, as amended) to inform our Customers of the changes being introduced, we hereby inform you of the following modifications to documents in use at ATM S.A.:

I. In order to adapt to the current legal requirements:

1) In the Communications Service Delivery Regulations after § 3 – Agreement for the provision of services – § 3a is added which reads as follows:

**„§ 3a**

**Quality of Services, provision of Internet access services**

1. In the course of provision of Internet access services, ATM treats all data transmission in the same manner, without discrimination, limitation or intervention into their contents, which does not prevent the application of appropriate means for traffic management.
2. ATM informs that the means for management of traffic in its network which it applies, in particular in situations tied to the need to maintain the integrity and safety of the network, of services provided through the network, terminal units of users, and also, in the event of need to enact a court verdict or an administrative decision, to ensure compliance with EU and national legislation, and in the event of network breakdown and network overload, may result in reduction of quality of the Internet access services, which in particular means reduction of speed, increase of delay or variance of delay and the occurrence of packages loss or inaccessibility of certain resources.
3. The means for management of traffic, applied by ATM, do not cause a breach of privacy of the end users and do not compromise their personal data.
4. Limits on data volume, reductions of speed, other service quality parameters and actions undertaken by the end users themselves can influence the Internet access services by slowing down the upload or download of data, or limiting the accessibility or quality of using applications and services. The accessibility and quality of using the content, application and services via the Internet access service depends on the technical requirements and parameters specified by suppliers of said content, applications and services, as well as on limitations of these suppliers, which in consequence may mean that certain content, applications, services or their functionalities may be inaccessible due to delays or the Internet connection speed being lower than required by the suppliers of content, applications or services.
5. The influence of data volume limit, speed and other parameters on the Internet access services, and in particular on the use of content, applications and services are specified in the Agreement.
6. With respect to the Internet access service, ATM, depending on technology and offer, declares the following parameters in the Agreement: a) minimum speed – the minimum speed which ATM undertakes to ensure under the Internet access service; b) speed usually available – speed that the Customer may

expect in most cases of using the service; c) maximum speed – the maximum speed which ATM undertakes to ensure under the Internet access service; d) declared speed – speed indicated by ATM in its advertising. ATM reserves the right to declare quality parameters other than the above. The declared quality parameters are available only within the ATM network.

7. Significant deviations from the speeds indicated in section 6 may limit or hinder the fulfillment of right to obtain access to information and content, to their distribution, and also to use selected applications and services and making them available.
8. In the event of any constant or regularly recurrent significant discrepancies between the actual performance of the Internet access service with respect to speed or other quality parameters, and the values declared by ATM, the Customer is entitled to file a complaint pursuant to § 8 of the Regulations. In the case indicated in the preceding sentence, ATM shall be liable pursuant to § 7 of the Regulations, unless the Agreement provides otherwise.
9. Detailed information regarding the Internet access service are available at the website [www.atman.pl](http://www.atman.pl)."

2) § 8 (1) of the Regulations is amended to read as follows:

„1. The Customer may file a complaint regarding the non-performance or improper performance of the Agreement, not providing the speed for data download or upload indicated in the Agreement and not observing other parameters of the Internet access service, not meeting, due to ATM's fault the designated date for conclusion of the Agreement, the date for commencement of service provision or incorrect calculation of receivables for the provision of telecommunication services. Such complaint should be sent in writing to ATM's offices or to e-mail address stated at the ATM's website or in the Agreement; or should be made verbally for the record, in writing or by telephone, or with the use of other means for long-distance communication indicated by ATM, provided technical possibilities do not hamper this."

3) In the Agreement for provision of services, an Attachment is added – Quality parameters of the Internet access service:

"The actual data transmission speed under the Internet access service offered by ATM, under all technologies, can be influenced by numerous factors, which include, among others, the bandwidth specified in the Agreement, use by the end user of all the bandwidth allocated under the Agreement, the end user using a terminal device which does not handle any other speed, installing on the terminal device an application which reduces transmission speed. The maximum transmission speed may also be limited due to the selected version of Internet access service.

Information on the service version and technology are stated in the Agreement.

#### Data transmission speed of services accessing the Internet

Version of Internet access service	Percentage value of the contractual speed for data upload and download***		
	Maximum**	Usually available*	Minimum*
Business Internet	≥ 100%	100%	100%
Basic Internet	≥ 100%	100%	100%
Colo Internet	≥ 100%	100%	100%
Office Internet	≥ 100%	100%	100%

\* - The feature of the Internet access services offered by ATM is the bandwidth guarantee, whose value is defined precisely in the service specification in the Agreement. This means that irrespective of the access link technology, ATM ensures such Internet access speed as specified in the Agreement. If the end user is

unable to use the bandwidth specified in the Agreement, this constitutes a defect which may be the basis for complaint, as breach of the bandwidth guarantee specified in the Agreement (SLA).

\*\* - In some cases the maximum bandwidth may be higher than the value guaranteed in the Agreement which does not constitute a deviation from the standard nor a breach of the Agreement, and therefore it cannot be the basis for complaint.

\*\*\* - Upload and download speed means the speed between networks of Operator and Subscriber by measuring unused link by flooding UDP packets – using iperf tool (preferred) or similar. The measurement should be taken by directly connecting testing device to tested link (demarcation port).

**The influence of data volume limit, speed and other parameters on the Internet access services, and in particular on the use of content, applications and services:**

The influence of data volume limit (if applicable) and other parameters on the speed of data download and upload under the Internet access service, and in particular on the use of content, applications and services, including: electronic mail and discussion groups, WWW (http and https), VoD, video streaming, IPTV, AoD, audio streaming, chats and messaging services, Peer to Peer, VoIP telephone services, video conferences, interactive games, sending FTP files, depends solely on the manner of use of the available limits and other limitations resulting from the Agreement by the end user, because ATM does not apply application-dependent network traffic management policy".

The above provisions come into force on January 21, 2017.

Simultaneously, we would like to stress that the provisions being implemented do not influence in any way the other provisions of the Agreement concluded with ATM, in particular the selected terms and conditions for provision of service, their scope, term of the Agreement or the price of services.

At the same time we would like to inform you that the Customer, before the effective date of the proposed changes, may deliver to ATM a written notice of termination of the Agreement for the provision of telecommunication services, if he does not approve the proposal for amendments to the Regulations and the Agreement. Lack of a written statement of the Customer by January 21, 2017 shall mean approval for the amendments. Termination of the Agreement by the Customer in the manner referred to above does not relieve the Customer from claims for compensation/contractual penalty, in particular with respect to agreements concluded for a defined period of time, in the amount and under terms specified in the Agreement and/or Communications Service Delivery Regulations.

Yours respectfully,



Tomasz Szymanowski  
Customer Service Department Manager