

Telecommunications Services Regulation

§ 1

Defined Terms

The following terms or abbreviations used in these Regulations or the Telecommunications Services Agreement (hereinafter referred to as the Agreement) will have the meanings given below:

1. *Party / Parties* - Atman and the Customer, used in the Agreement both collectively and individually.
2. *Third party* - a natural or legal person who is not a party to the Agreement.
3. *Force majeure* - an extraordinary external event impossible to be foreseen and prevented, notwithstanding the utmost diligence, e.g. catastrophic action of natural forces, War, general strikes, acts of public authority that cannot be resisted by the entity, etc.
4. *Telecommunications infrastructure* - non-terminal telecommunications equipment, lines, conduits, poles, towers, masts, cables, wires and fittings used to provide telecommunications.
5. *Telecommunications device* - an electrical, optical or electronic device designed to provide transmission used in telecommunications (telecommunications is also understood as IP layer Services - e.g. routers, switches), also called *Transmission Device*.
6. *Telecommunications (digital) link* - a set of transmission means for transmitting a (digital) signal of a certain throughput.
7. *Backup link* - a telecommunications link, the purpose of which is to transmit data in case of failure of the primary links on the basis of which Atman provides Services. Transmission to the backup link is switched automatically, i.e. without user intervention.
8. *Telecommunications network* - telecommunications devices and telecommunications links, set up and connected in a manner enabling transmission of signals between specified network terminals, by means of wires, radio or optical waves or other means using electromagnetic energy.
9. *Agreement* - an agreement for the provision of electronic communication services - telecommunications services, concluded by Atman with the Customer.
10. *Services* - telecommunications services provided by Atman under the Agreement.
11. *Customer* - a subscriber or end-user within the meaning of the Act on Electronic Communications Law of July 12, 2024, with whom Atman has entered into an Agreement.
12. *Settlement period* - the period of time specified in the Agreement for which the Contractor invoices for the provision of the Services.
13. *Fault* - a malfunction of the system, causing a reduction in functionality (including a reduction in reliability) of the performed Service, and in particular a fault is the switching of transmission to the backup link.
14. *Failure* - a malfunction of the system that prevents the performance of the Services. An interruption on the primary link is not a failure if operation on the backup link is maintained.
15. *Incident* - the occurrence of a Fault or a Failure which is the subject matter of a service report. If the Incident continues at the turn of the settlement period, it will be credited to a later period.
16. *Response time* - the period from the notification of the failure (fault) to Atman's undertaking diagnostic and repair work aimed at restoring the original functionality of the Service.
17. *Repair time* - the period from notification of the Service failure (fault) to the restoration of its full original functionality.
18. *Units* - 1 Mbps - stands for 1,000 (one thousand) kbps, or 1,000,000 (one million) b/s (bits per second) - the unit of bit rate for digital and IP links. For Services based on Atman's technology links, 1 Mbps of traffic is defined as 2,604.2 cps (cisco 1104 kbps shaping). When the bandwidth causes the cps value to be expressed as a number, a fractional part, it should be rounded to an integer value according to the rounding rules (0.00 - 0.49.. -> down, 0.50 - 0.99.. -> up).
19. *ECL* - the law of July 12, 2024 - Electronic Communications Law.

§ 2

Scope of telecommunications services provided by Atman

1. On the basis of these Regulations, Atman provides telecommunications services to business Customers entering into the Agreement for purposes directly related to their business or professional activities.
2. A detailed description of the Services and other details relating to them are specified in the Agreement. These Regulations are an integral part of the Agreement.
3. Atman allows the Customer to use the telecommunications networks of other operators with whom Atman has entered into separate agreements.
4. Atman does not interfere with the content of information sent by the Customer and its users, and assumes no responsibilities for possible violations of the law resulting from the transmission of information by the Customer or third parties through Atman's telecommunications network.

§ 3

Service agreement

1. The party requesting to conclude an Agreement for the provision of the Service by means of equipment owned by Atman, indicating the place for the installation of such equipment, is obliged to demonstrate the title constituting the right to have such equipment installed.
2. When the date of activation is not the first day of a calendar month, the Agreement is considered to be concluded for a total period, which is the sum of the term of the Agreement and the number of days that have elapsed from the date of activation up to and including the last day of the month of activation. If Services provided do not cover

complete months, the subscription fee for such an incomplete month is charged at the rate of 1/30 of the monthly fee for each day of that month.

3. The Service is started on the date of Service activation, understood as the technical installation of Atman-owned equipment and the start of the Service, together with the signing of a report by the parties confirming the installation of such equipment and the correct functioning of the Service, with the reservation that the installation of equipment provided by Atman takes place only if the Service in question provides for such installation. The activation date is set out in the Agreement. In case of unjustified failure of the Customer to participate in the activation of the Service or refusal of the Customer to sign the report, Atman is entitled to unilaterally activate the Service and sign the report. If the Customer submits reasonable objections to the activation of the Service in writing and Atman acknowledges them, Atman will set the next date for activation of the Service.
4. If activation of the Service is not provided for a particular Service, the Service is provided as of the date specified in the Agreement.
5. The Customer will enable Atman's authorized representatives to inspect the installations and equipment owned by Atman.
6. The parties to the Agreement agree to inform each other of any changes to the data given in the Agreement.

§ 3a

Quality of Services, provision of Internet access Services, change of provider

1. During the provision of the Internet access Service, Atman treats all data transmissions in the same way, without discrimination, restriction or interference with their content, which does not prevent the use of appropriate traffic management measures.
2. Atman informs that the traffic management measures it uses on its network may, in situations related in particular to the need to maintain the integrity and security of the network, Services provided over the network, end-user devices, as well as the need to comply with a court ruling or administrative decision, to ensure compliance with legislative acts of the European Union and national law, and in the event of network failure, network congestion, cause a reduction in the quality of the Internet access Service, which in particular means a reduction in speed, an increase in delay or delay variability, and the occurrence of package loss or unavailability of certain resources.
3. Atman's traffic management measures do not violate end users' privacy or the protection of their personal data.
4. Data volume limits, speed limits, other quality parameters of the Services, and actions taken by end users themselves, may affect the Internet access Services by slowing down the sending or receiving of data or limiting the availability or quality of use of application content and Services. The availability and quality of the use of content, applications and Services through the Internet access Service depends on the technical requirements and parameters set by the providers of such content, applications and Services, as well as on the limitations of such providers, which may result in some content, applications, Services or their functionalities not being available due to delays or the speed of the Internet access Service lower than required by the providers of such content, applications or Services.
5. The impact of the limit on the amount of data, speed and other parameters on Internet access Services, and in particular on the use of content, applications and the Services.
6. For the Internet access service, Atman, depending on the technology and offer, declares the following parameters in the Agreement:
 - a. minimum speed - the minimum speed that Atman undertakes to provide under the Internet access Service;
 - b. normally available speed - the speed that the Customer can expect in most cases of use of the Service;
 - c. maximum speed - the maximum speed that Atman undertakes to provide under the Internet access Service;
 - d. declared speed - the speed indicated by Atman in the advertisement. Atman reserves the right to declare quality parameters other than the above. The declared quality parameters are available exclusively on the Atman Network.
7. Significant deviations from the speeds indicated in sec. 3a.6 may limit or prevent the exercise of the right to access information and content, to distribute it, and to use and share selected applications and Services.
8. In the event of any permanent or regularly recurring significant discrepancies between the actual performance of the Internet access service in terms of speed or other service quality parameters and the values declared by Atman, the customer has the right to file a complaint in accordance with § 8 of the Regulations. In the case indicated in the preceding sentence, Atman will be liable pursuant to § 7 of the Regulations, unless the Agreement provides otherwise.
9. Detailed information on the provision of the Internet access Service is available at www.atman.pl.
10. The Customer who is a party to the Internet access Agreement has the right to change the provider of this Service while maintaining its continuity, unless it is not technically feasible.
11. The Customer requesting a change of Internet access Service provider may terminate the Agreement with Atman, without the notice periods specified in the Agreement to be terminated. In such case, the Customer will pay a fee to the existing Service provider in an amount not exceeding the subscription fee for the notice period, but not exceeding the subscription fee for one settlement period, plus the compensation referred to in § 11(1)(b) of the Regulations. Termination of the Agreement with Atman with respect to the Internet access Service will become effective upon the commencement of the Service by the new Internet access service provider.
12. In the event that the Customer exercises the right referred to in sec. 3a.10, the Customer specifies the procedure for changing the Service provider: 1) with the notice period provided for in the Agreement with the former Service provider; 2) without the notice period provided for in the Agreement with the former Internet access Service provider,

indicating a specific transfer date; 3) at the end of the term of the Agreement required to take advantage of the promotional conditions under the Agreement with the former Internet access Service provider, provided that the Customer was covered by such promotional conditions.

13. A change of Internet access Service provider will not cause an interruption in the provision of this Service longer than 1 business day. No fee will be charged to the Customer for activities related to the exercise of the Customer's right referred to in sec. 3a.10.
14. In the event that the new Internet access service provider has not started the Service within the timeframe specified in the agreement for the provision of electronic communication services, the existing Internet access service provider will continue to provide the Services under the existing terms and conditions until the new Internet access service provider begins to provide the Services.
15. In the event that the new Internet access service provider has not started the Service within 30 days of the date specified in the contract for the provision of electronic communication services concluded with the new provider: 1) termination of the Agreement with the existing Internet access service provider due to the absence of a statement to the contrary will become ineffective, 2) the Agreement with the new Internet access service provider will be deemed not concluded - of which Atman will inform the Customer.
16. If the Internet access Service provider has not been changed within the timeframe stipulated in the agreement on the provision of electronic communication services concluded with the new provider, the Customer will be entitled to a one-time compensation from the new service provider for each day of delay that has begun, in the amount of 1/4 of the sum of monthly fees for electronic communication services calculated according to bills from the last three settlement periods, unless the delay has not exceeded 1 business day or the inability to implement the change of the Internet access Service provider has occurred for reasons attributable to the system referred to in Article 321 of the ECL. The amount of compensation will be calculated on the basis of the number of started days that have elapsed from the date specified in the agreement on the provision of electronic communication services concluded with the new provider until the date of commencement of service by the new provider of Internet access service or the expiration of the period referred to in sec. 3a.15.

§ 4

Scope of maintenance service

1. Atman provides 24/7 access to the customer service center (CSC). CSC contact details are available at www.atman.pl
2. CSC provides all information the maintenance service.
3. Detailed terms of service response with respect to repairing failures caused by Atman are specified in the Agreement.

§ 5

Equipment

1. In order to perform the Agreement, Atman may enable the Customer to use Atman owned equipment (ownership in these Rules will be understood as any other legal title authorizing Atman to a particular disposition of equipment).
2. The Customer is charged with the costs of damage or loss of the device only if the damage or loss have arisen as a consequence of actions or omissions by the Customer.
3. Atman is authorized to periodically check the correct operation of the equipment, with at least 3 days' notice to the Customer.
4. Atman has the right and obligation to maintain and upgrade the telecommunications network, which may cause interruptions in the provision of Services or deterioration in the quality of Services, the dates and duration of maintenance and upgrades are determined by the Agreement. Atman will, to the extent technically feasible, perform network maintenance and upgrade activities during the hours of least intensive use of the Services. Maintenance and upgrading activities of the telecommunications network do not constitute a failure or fault within the meaning of these Regulations and the Agreement.
5. The Customer is obliged to allow the dismantling and immediate return upon expiration or termination of the Agreement of all equipment and installations owned by Atman in a condition no worse than that resulting from proper operation.
6. The equipment made available to the Customer for the provision of the Services is and remains the property of Atman. The Customer agrees that in the event of retention, upon expiration or termination of the Agreement, of the equipment, in addition to the obligation of immediate release, it will be obligated to pay a contractual penalty of 1% of the gross purchase value of the equipment for each day of retention or delay in returning the equipment.

§ 6

Service Payment

1. The Customer is obliged to pay all the agreed remuneration for the Services provided in the form of a subscription fee and other fees resulting from the Agreement. The Customer is not entitled to offset or retain any amount of this remuneration or equipment to which Atman holds a legal title.
2. The monthly fee for the provision of the Service is calculated on the basis of, at a minimum, the following parameters:
 - a. guaranteed minimum speed of signal transmission in the network;
 - b. volume of traffic generated on the Atman Network by the user;
 - c. charges for dedicated monthly costs that Atman incurs to provide the Service;
 - d. access to defined 'virtual' Services specified in the offer (elements of Hosting Services).
3. Invoices will be sent by post to the Customer's address set forth in the Agreement or delivered in another legally permissible manner, or in the manner agreed upon with the Customer.

4. If the Service carries a one-time fee for connection to the network, this fee is paid along with the fee for the first settlement period.
5. The invoice specifies the amount of charges for the Services in accordance with the prices in the settlement period for which they were billed, in advance for the settlement period in question, unless otherwise specified in the Agreement.
6. Atman provides with the invoice a list of Services performed.
7. In the invoice issued, Atman may charge fees for the Services performed in the preceding settlement periods, if they were not charged yet.
8. Fees for the Services and other charges and detailed rules for their calculation are set forth in the Agreement.
9. In individual cases, Atman may make the conclusion of the Agreement conditional upon the payment of a deposit. The terms and conditions of the deposit will be determined by the Agreement in such a case.

§ 7

Atman's liability and rules for payment of contractual penalties

1. Atman will be liable for non-performance or improper performance of the Services, unless they are the result of the Customer's actions, the Customer's failure to comply with the law, the provisions of these Regulations or the Agreement, or unless it is impossible to demonstrate that Atman contributed to causing the non-performance or improper performance of the Services.
2. Atman is not liable for non-performance or improper performance of the Service in the event that it is not possible to provide the Service while the Customer is making calls in the telecommunications networks of other operators referred to in § 2.3.
3. The contractual penalties specified in the Agreement, in the form of a refund of a portion of the monthly subscription fee, are due if the interruption was the fault of Atman, and the Customer has filed a complaint regarding the interruption of Services.
4. Payment of contractual penalties is made by crediting them to Atman's future receivables from the provision of services to the Customer, unless the Customer requests by letter to Atman to transfer the funds to the designated bank account of the Customer.
5. Atman is not liable for the Customer's lost benefits.
6. The parties under the terms of the Agreement may separately normalize the scope of liability for non-performance or improper performance of the Services.

§ 8


Complaint Procedure

1. The Customer may file a complaint for non-performance or improper performance of the Service, failure to meet the download or upload speeds and other parameters of the Internet access service indicated in the Agreement, failure to meet, through Atman's fault, the set deadline for the conclusion of the Agreement, the deadline for the commencement of the Service, or incorrect calculation of the amount due for the Service, by sending it in writing to the address of Atman's registered office or to the e-mail address indicated in the Agreement or on Atman's website, or by submitting it verbally into the record, or by telephone or other means of remote communication indicated by Atman, unless prevented by technical possibilities.
2. The complaint may be lodged within 12 months from the last day of the settlement period during which the interruption in providing the Services ended, or from the day on which the Service was improperly performed or was to be performed, or from the day of delivery of the invoice containing improper calculation of the amounts due for the provisions of the Service. Any complaint lodged after the expiry of this period will not be reviewed, which will be immediately notified by the Atman to the Customer. The date of lodging the complaint is defined as the day when Atman receives the information containing the complaint.
3. A complaint should include in particular:
 - a. full name or name (business name) and address of residence or the registered office of the complaining party;
 - b. the subject of the complaint and the period in question;
 - c. presentation of the circumstances underlying the complaint;
 - d. the number assigned to the complainant to which the complaint relates, the subscriber registration number or the address of the network termination point;
 - e. the date of conclusion of the Agreement and the date of commencement of the provision of the telecommunications Service specified herein - in the case of a complaint regarding failure to meet the agreed deadline for the provision of the Services by fault of Atman;
 - f. the amount of compensation or other amount due under the Agreement or law - if the complaining party requests payment thereof;
 - g. the bank account number or address appropriate for the payment of compensation or any other amount due, or a request to charge thereof against future payments;
 - h. the manner in which the answer to the complaint is to be transmitted;
 - i. the signature of the complainant - in the case of a complaint submitted in writing.
4. If the complaint is lodged in person by the Customer, in writing or orally for the record, the authorized person is obliged to immediately confirm its receipt. If the complaint is lodged in writing, by mail, by phone or electronically by use of electronic communication equipment, Atman confirms the acceptance of a complaint within 14 days from lodging thereof, unless it answers the complaint before such time limit lapses. Confirmation of complaint receipt indicates the date of its lodging and the name, address and the correct telephone number of the Atman unit.

5. In the event that the complaint lodged orally or in writing with Atman does not meet the conditions set out in sec. 8.3 above, an authorized person representing Atman accepting a complaint is obliged, if it deems it necessary to properly process the complaint, to immediately inform the Customer about the necessity to supplement it. Complaints that are not supplemented are not reviewed.
6. In the case where the complaint lodged in a manner other than indicated in sec. 8.5 above does not meet the conditions set out in sec. 3 above, Atman, if it deems this necessary for proper processing of the complaint, immediately calls the Customer to supplement it, stating a deadline not shorter than 7 days and the scope of such supplement, and instruct that if the complaint is not supplemented within the set time, it will be left without review. After ineffective lapse of the time limit, the complaint is left without review.
7. Atman will review the complaint within 30 days of submission. Review of the complaint is understood as sending a response before the expiration of this period, which includes information on the acceptance or non-acceptance of the complaint, along with the reasons. In the event the complaint is not reviewed within 30 days from the date of its lodging, it is deemed accepted.
8. The answer to the complaint should include:
 - a. The name of the Atman unit processing the complaint,
 - b. the information about the day of lodging the complaint;
 - c. the decision on acceptance or refusal to accept the complaint;
 - d. in the case of awarding compensation or refunding another amount - determining the amount and date of its payment or refund or indicating that the amount of compensation or other payment will be charged against future payments;
 - e. an instruction on the exhaustion of the complaint procedure and the right to pursue claims in court proceedings;
 - f. the data identifying the authorized Atman's employee, including the full name and position held thereby.
9. In the event of refusal to accept the complaint in whole or in part, the answer to the complaint should additionally contain factual and legal reasoning and should be delivered to the Customer by registered mail - if the answer to the complaint is provided on paper.
10. Atman confirms the acceptance of the complaint and answers the complaint on paper.
11. Upon the Customer's consent expressed in the complaint, in the Agreement for the provision of the Services or in a separate statement, Atman confirms the acceptance of the complaint and answers the complaint in electronic form to the indicated e-mail address or using another means of electronic communication indicated by the Customer.
12. In the event that the complaint is lodged electronically by use of electronic communication equipment, Atman confirms the acceptance of the complaint and answers the complaint in electronic form to the e-mail address indicated for such purpose or using another means of electronic communication indicated by the Customer. If the Customer does not indicate an e-mail address or other means of electronic communication Atman confirms the acceptance of the complaint and answers the complaint to the e-mail address from which the complaint was sent or by use of the means of electronic communication used by the Customer to lodge the complaint.
13. If the answer sent by Atman has not been delivered to the Customer, Atman, at the request of the Customer, will immediately resend the answer, its duplicate or a copy. The Customer, in agreement with Atman, determines the manner, form and shape in which the answer to the complaint, its duplicate or copy is to be delivered. Upon request of the Customer, in the event of refusal to accept the complaint in whole or in part, Atman again provides the answer to the complaint, its duplicate or a copy by registered mail, regardless of the form in which the answer to the complaint was originally sent. Atman is not obliged to provide the Customer with the answer to the complaint, a duplicate or a copy thereof, if it is clear from the circumstances of the case that the answer to the complaint was delivered to the Customer.
14. The right to pursue in court the claims referred to in sec. 8.1 is vested in the Customer after exhaustion of the complaint procedure. The complaint procedure is considered exhausted if the complaint has not been accepted or Atman has not paid the claimed amount or provided a discount within 30 days, from the date on which the complaint was accepted.

§ 9

Restriction, suspension of Services

1. In the event that the Customer is late with payment of dues for the Service provided, Atman will notify the Customer of its intention to limit the provision of this Service if the Customer does not pay the overdue dues within 7 days from the date of service of the notice.
 2. After the ineffective expiration of the period referred to in sec. 9.1, Atman may limit the provision of this service, unless it is technically impracticable or economically unreasonable. The restriction may involve blocking the use of data transmission.
 3. If, after 7 days from the date of limitation or from the date on which the limitation would have occurred if it had not been technically impracticable or economically unreasonable, the Customer has not paid outstanding dues, Atman will immediately notify the Customer of its intention to suspend the provision of this service.
 4. If within 3 days from the date of delivery of the notice referred to in sec. 9.3, the Customer does not pay the overdue amounts, Atman may suspend the provision of Services.
 5. In the event of a complaint regarding the amount owed for the provision of the Service, the suspension of the Service may not take place earlier than 21 days from the date of exhaustion of the complaint procedure, provided that the undisputed amounts are paid.
 6. If Atman: 1) limited the provision of the Service; or 2) suspended the Service immediately, no later than 3 days after the payment of outstanding dues for the Service, it will resume the Service.
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7. Atman may charge a separate fee for resuming the Service in an amount equal to the incurred costs of resuming the Service.

8. If within 7 days from the date of suspension of the Service the reasons for its suspension have not ceased, Atman will notify the Customer of its intention to terminate the Agreement due to the fault of the Customer after 7 days from the date of delivery of this notice, in case the Customer fails to pay the outstanding amounts due.

9. The notification referred to in sec. 9.1, 9.3, 9.8 will be delivered free of charge on a durable medium to the mailing address, e-mail address or address of other electronic means of communication indicated by the Customer for contact, if Atman allows the use of other electronic means of communication.

10. If the Customer persistently delays payment for the Service provided, Atman will notify the Customer of its intention to suspend the Service. If the Customer does not pay the overdue amounts within 14 days from the date of delivery of the notice of intent to suspend this Service, Atman may suspend the provision of this Service.

11. In the event of limitation or suspension of voice services, the Customer is allowed to use only calls to emergency numbers.

12. Atman may interrupt, suspend or restrict the provision of Services to the Customer in the cases specified in the Agreement as well as in connection with the distribution of viruses, unsolicited information, taking steps to gain unauthorized access to computer systems, data or software or making changes, deletion or adding records to third party information without their consent; violating the privacy or personal interest of another person using the Service; use of the Services for purposes contrary to law or morality; providing content incompliant with the law, e.g. offensive, racist, pornographic, etc. ; using the Service with telecommunications devices that do not meet the requirements set out in the applicable regulations. During the interruption, suspension or limitation of the provision of the Services by Atman, the fee for the Services provided is calculated and is payable by the Customer in full in accordance with the Agreement. The Atman may charge a separate fee in the amount of the subscription fee for resuming the provision of the Service to the Customer.

§ 10

Personal data protection

1. In relation to personal data: persons designated by each Party for contact and cooperation, representatives or agents of each Party covering data to the extent necessary for the implementation of cooperation that may include: first name, last name, official title, official contact details, each Party constitutes a separate controller within the meaning of Article 4(7) of Regulation 2016/679.
2. In view of the above, the Parties, as controllers, know, understand and perform their obligations in connection with the applicable legal regulations regarding the processing of personal data; in particular, the Parties represent that:
 - (a) pursuant to art. 32 of Regulation 2016/679, as part of the security of personal data processing, they have implemented appropriate technical and organizational measures ensuring the protection of personal data;
 - (b) access to personal data is granted only to persons authorized by the Parties and obliged to keep the confidentiality of the data and the methods of its protection;
 - (c) the personal data provided will be used only for the purposes necessary for the performance of the Agreement.
3. With respect to the persons representing each Party or the agents of each Party, each Party will comply with the information obligation referred to in Article 14 of Regulation 2016/679 independently.
4. The Parties unanimously declare that Atman will not have access to personal data within the meaning of Article 4 (1) of Regulation 2016/679 beyond the scope of sections 1 - 3 above. Atman represents that the lack of access to the personal data referred to in the preceding sentence does not prevent the performance of this Agreement. To the extent that the Services performed on the basis of the Agreement require the processing of personal data in a broader scope than specified in sections 1 - 3, or the nature of the processing requires it, the Parties undertake to conclude a data processing agreement upon prior notification by the Customer to Atman that personal data will be processed.

§ 11

Special instances of Agreement termination

1. The Agreement concluded for definite term may be terminated, in addition to other cases set out in the Rules, the Agreement, only:
 - a. upon mutual agreement in writing;
 - b. if the Party to the Agreement wishing to early terminate the Agreement concluded for definite term pays the other Party compensation equal to the total sum of the monthly fee (remuneration) which would have been due until the end of the term of the Agreement, if the Agreement had not been terminated early.
 - c. in cases specified in promotional actions, if applicable.
2. Atman may terminate the Agreement with the Customer immediately in the event of:
 - a. cancellation, limitation, expiration, change of the rights to provide the Services by Atman or the terms and conditions thereof resulting from an administrative decision or change of law;
 - b. change of the terms and conditions of providing the Services not attributable to Atman that prevent the continuous provision of the Services for technical reasons;
 - c. failure by the Customer to timely pay the fees to Atman for services rendered, after exhaustion of the procedure referred to in § 9.1 to § 9.12;

- d. use of Atman's devices and telecommunications network by the Customer in a manner inconsistent with the Agreement, which threatens material interests of third parties or Atman's interests;
 - e. use by the Customer, without Atman's consent, of the equipment provided to the Customer for the provision of Services and failure to cease this violation within 7 days from the date of the request to do so;
 - f. breach of the provisions of the Agreement or the Regulations by the Customer and a failure to cease thereof within 7 days or being called to do so;
 - g. the Customer has provided untrue data in the Agreement,
3. In the event of termination of the Agreement by the Customer or termination of the Agreement by Atman through the fault of the Customer prior to the expiration of the term for which it was concluded, the Customer will pay a total monthly fee to Atman in the amount calculated in accordance with sec. 11.1(b).
 4. The Customer may terminate the Agreement with Atman immediately in the event of:
 - a. Atman's gross and culpable breach of the Agreement and failure to cease such breach despite being requested to do so;
 - b. the occurrence of a continuous interruption of the Service lasting more than 3 days for reasons attributable to Atman.
 5. The statement of termination of the Agreement must be in the form provided for in the Agreement. The statement of termination of the Agreement must include the factual and formal basis (reason) for termination.
 6. As of the date of termination or expiration of the Agreement, Atman will cease to provide Services to the Customer, disconnect the equipment used by the Customer under this Agreement from the network, and may dismantle and take it away at any time.
 7. With regard to Service Customers who are micro-entrepreneurs, small entrepreneurs or non-governmental organizations within the meaning of Article 3(2) of the Act of April 24, 2003 on Public Benefit Activity and Volunteerism, exercising the rights set forth in Article 292(1) of the Act, in the event of significant, permanent or frequent discrepancies between the actual performance of telecommunications services, excluding Internet access services, and the terms and conditions specified in the Agreement, such Customer, after exhausting the complaint procedure, may, in addition to the right to assert a claim for improper performance of the Agreement, terminate the Agreement through Atman's fault. In such case, Atman will not be entitled to the compensation referred to in sec. 11.3.

§ 11a

Unilateral amendment to the terms of the Agreement

1. Atman may unilaterally amend the terms of the Agreement in the event that:
 - (a) The need for amendments arises:
 - directly from a change in the law, in particular from a change in the rates of tax on goods and services;
 - from a decision of the President of the Office of Electronic Communications;
 - (b) proposed amendments:
 - are only for the benefit of the Customer, including resulting in a reduction in the prices of the Services or the addition of a new Service;
 - are purely administrative in nature and do not entail negative consequences for the Customer.
2. If the Customer does not accept the changes referred to in sec. 11a.1, the Customer may terminate the Agreement subject to payment of the compensation referred to in par. 11.1(b), but the period for exercising this right may not be shorter than the effective date of such changes.
3. Atman, in the case referred to in sec. 11a.1, will make public by publication on its website the content of the proposed changes, at least one month in advance of their implementation. This period may be shorter if the legal act which compels the need to introduce changes is published less than a month before its entry into force or such period results from the decision of the President of Office of Electronic Communications, with the deadline for exercising this right being no shorter than the effective date of these changes.
4. Immediately after the publication referred to in sec. 11a.3, Atman:
 - 1) delivers on a durable medium to the Customer the publicly disclosed information referred to in sec. 11a.3; and
 - 2) informs the Customer on a durable medium of the entitlement referred to in sec. 11a.2.

§ 12

Assignment

The Customer, without Atman's written consent, may not transfer its rights and obligations under the Agreement to a third party.

§ 13

Miscellaneous

1. Subject to the provisions of the law regarding the filing of complaints about the Services, amendments to the Agreement and all notices and submissions referred to in the Agreement or the Regulations must be in the form set out in the Agreement.
2. In case of any discrepancy between the provisions of the Agreement and the Regulations, the provisions of the Agreement will prevail.
3. The Regulations enter into force as of 10 November 2024.