

Atman Customer Zone Rules

§ 1. Introduction

1. These Rules define the terms of use of the website for the customers of Atman sp. z o.o., hereinafter referred to as the “Atman Customer Zone”, and the terms of use the Additional Services available via the Atman Customer Zone. The following provisions will apply to any matters not covered by these Rules: Telecommunications Services Agreement, Data Center Services Agreement, RIPE Agreement, VoIP Services Agreement or Master Agreement for IT Management Services, together with the annexes thereto.
2. The provisions contained in the Rules of Atman Customer Zone constitute the Rules of providing electronic services by Atman within the meaning of Article 8(1)(1) of the Act on Providing Electronic Services of 18 July 2002 (consolidated text of 6 February 2020, Journal of Laws 2020, item 344).
3. These Rules apply exclusively to persons who are entrepreneurs within the meaning of Article 43¹ of the Polish Civil Code, i.e. natural persons, legal persons and organizational units which are not legal persons and to whom the Act grants legal capacity, who operate business or professional activity on their own behalf.

§ 2. Definitions

The terms used in these Rules must be understood as follows:

1. **Additional Service** – a service provided on the basis of the Agreement for Additional Services, specified in the Technical Specification to the Service Agreement.
2. **Administrator (Main Account)** – Customer Account, which provides full access to the Customer Zone and the Materials contained therein, as well as the User’s functions with respect to the provided services, including the option to create other Customer Accounts (Subaccounts) and granting them selected rights in the Customer Zone. The Customer has only one Administrator account (Main Account).
3. **Agreement for Additional Services** – means an agreement concluded on the basis of the Rules between the User and Atman.
4. **Atman** – means Atman sp. z o.o. (previously ATM S.A) with its registered office in Warsaw /04-186/ at ul. Grochowska 21a, registered in the District Court for the Capital City of Warsaw, 14th Commercial Division of the National Court Register under KRS number: 0000923206, VAT No. PL1130059989.
5. **Atman Customer Zone, Customer Zone** – a self-service website developed and made available by Atman on the Internet at <https://strefaklienta.atman.pl/>, the resources and functions of which may be used by authorized Users via web browser.
6. **Customer Account** – an administration tool made available to a specific User in an authorized manner (by use of a login and personal password) as an account in the Customer Zone, by means of which the User may use the Customer Zone to the extent and under the conditions specified in the Rules. There are two types of Customer Account: Administrator (Main Account) and Subaccount.
7. **Login** – a unique string of characters provided by the User, used by the User at the time of logging into the Atman Customer Zone, which uniquely identifies the User.
8. **Materials** – all collections of information, elements, algorithms, schemes, works, designations, names, signs, symbols, images, recordings, regardless of their nature, format and method of recording or representation, placed and made available by Atman at <https://strefaklienta.atman.pl/>, which all together constitute the Atman Customer Zone.

9. **Online Store** – websites enabling the User to independently configure Atman services and their purchase or testing, available at www.atman.pl.
10. **Personal Password** – a password defined by the User when logging into the Customer Zone for the first time. After creating an Account, the User receives an e-mail with a link to the Customer Zone in order to create a personal password.
11. **Price List** – means a document in the form of a table with a list of fees, attached in the Customer Zone, containing the remuneration of Atman for the provision of the Additional Services, available to the User only in the Atman Customer Zone or the Service Agreement.
12. **Rules** – define the rights and obligations of the parties to the Agreement for Additional Services and the rules for using the Atman Customer Zone and means this document made available by Atman on its website at www.atman.pl/zone/.
13. **Service Agreement** – a written contract (respectively: agreement for telecommunications services, agreement for Data Center services, RIPE agreement, agreement for VoIP voice services or a master agreement for IT management services) concluded between the Customer and Atman, specifying the scope of and terms of services provided by Atman.
14. **Subaccount** – additional Customer Accounts enabling access to the Customer Zone, created through the Administrator account (Main Account).
15. **Technical Specification** – means the Technical Specification document together with a list of fees, attached as Annex 1 to the Service Agreement and the Price List for Additional Services available in the Atman Customer Zone.
16. **User** – a customer that concluded a Service Agreement with Atman, purchased Atman's services in the Online Store or uses Atman's services free of charge during the test period, and a representative of the customer for whom an authorized access to the Customer Account has been established in the form of a Customer Account. The User is also considered to be any other person whom the authorized User has allowed access to the Atman Customer Zone through its Administrator account (Main Account) and/or Subaccount.
17. **Web browser** – a computer program used to download and display websites provided by web servers.

§ 3. General

1. All rights of the Atman Customer Zone, including proprietary copyrights, intellectual property rights to its name, internet domain and the Materials, belong to Atman, and they may be used only as specified in and in accordance with the Rules.
2. The Customer Zone is made available by Atman through the Internet and the website at <https://strefaklienta.atman.pl/> as an ICT and IT system resource.
3. The User may not publicly share or disseminate the Materials in any form or in any way, or to entice or allow any third parties to make them publicly available or disseminate them in any other way, including in particular by making them publicly available in such a way that anyone can have the right to access them at a place and time chosen by them, both for a fee and free of charge.
4. The User's payment for the Additional Service is not tantamount to the User's acquiring any rights to intangible goods, including in particular proprietary copyrights, to the Materials and content posted in the Atman Customer Zone.
5. It is prohibited for the Users or third parties to use the Atman Customer Zone to send unsolicited commercial information as defined by the Act on Provision of Electronic Services of 18 July 2002 (consolidated text of 6 February 2020, Journal of Laws 2020, item 344).
6. The Customer Zone access service and the Additional Services covered by these Rules are provided by Atman.

7. The User's use of the Additional Services is subject to payment according to the price list.
8. All expressions and phrases not defined in these Rules will have the meaning given to them in the Service Agreement.

§ 4. Use of services

1. Using the Customer Zone means any action by the User that allows the User to become familiar with the content of the Atman Customer Zone or use the Additional Services.
2. The Customer Zone may be used only according to the terms and conditions and to the extent specified in the Rules.
3. In order to increase security, Users must use appropriate technical measures to prevent the acquisition and modification of User data, in particular logins and passwords, by unauthorized persons, through the appropriate use of anti-virus and Internet users' identity protection software. Atman recommends avoiding using the Customer Zone with unknown computers and avoiding saving the Login and/or Password in the web browser. It is also possible to enable a two-step login via the Customer Zone.
4. Any unusual signs of the functioning of the Atman Customer Zone, in particular a different appearance of the website, unprecedented messages, images etc., without prior notification by Atman to Users of the possibility of such occurrences, may be an attempt to illegally take over the Login and Password or other unlawful actions by third parties. In such circumstances Atman recommends stopping using the Customer Zone immediately.
5. The services available through the Atman Customer Zone consist solely in providing relevant functions and tools to assist the Users in their business activities.
6. The User is not allowed to provide any unlawful content via the Atman Customer Zone.
7. The Atman Customer Zone service consists in providing the User with free access to the Customer Zone in order to use its resources and functions relating to the Service Agreement and available and ordered services, which includes in particular:
 - Viewing and downloading issued invoices
 - Online payment of invoices
 - Management of Dedicated Server and Cloud services
 - Viewing data from the data center monitoring system (SCADA)
 - Viewing link usage statistics
 - 95th percentile
 - Transfer settlements
 - Ordering of the Additional Services, in particular Remote Hands.
 - Registration of notifications
 - Schedule of planned works.
8. The Additional Services are paid services provided to the User if the User concludes a Service Agreement with Atman. The type and scope of the Additional Services are defined in each case in the Technical Specifications. Available Additional Services and their price list can be found in the Customer Zone or in the Service Agreement.
9. The range of functions of the Atman Customer Zone is subject to change. Atman will inform the User of the planned change and the date of its implementation by placing a message in the Customer Zone or by sending a message to the email address authorized to contact Atman.

§ 5. Customer Zone

1. To order and manage the Additional Services provided by Atman to the User, it is necessary for the User to have an account in the Atman Customer Zone.
2. Each User is obliged not to disclose the data used for authentication in the Customer Zone to third parties and is liable for any consequences of disclosure of the Login and/or Personal Password.
3. If the User establishes access to the Customer Zone for another person by creating a Subaccount for this person within the User's own Customer Zone, the User will be fully and unreservedly liable for all acts and/or omissions and their consequences performed in the Customer Zone using this Subaccount.
4. Atman undertakes to take all technically possible and reasonable measures to protect the data stored in the Customer Zone against access and interference by third parties as well as against unauthorized use of the Customer Zone.
5. If the User breaches the terms of the Service Agreement or the Rules binding for the User, as well as the security parameters and specifications applicable to a given service, particularly where Atman's services are used to commit acts that are unlawful, immoral or violate the rights of third parties, Atman may block the services provided or suspend access to an account in the Customer Zone.

§ 6. Access and authorization

1. In order to log into the Atman Customer Zone for the first time, the User must use any service provided by Atman. The service is provided on the basis of a concluded Service Agreement or a service order in the Online Store and its purchase or starting a trial period thereof. In the case of a Service Agreement, a Customer Account is set up automatically by Atman using the data provided for this purpose in the Service Agreement. If the Online Store is used, the User created an account themselves. Information about the activation of Atman Customer Zone service is automatically sent to the indicated e-mail address as well as login and a link to change the password by the User (create a Personal Password), allowing access to Administrator (Main Account) or Subaccount.
2. The User should keep its password confidential and not share it with any third party. If a password is compromised or lost, or if access is blocked by entering incorrect information, the User may submit a request to generate a new password by clicking on the "Reset Password" link. If a password is compromised or lost, or if access is blocked by entering incorrect information, the User may submit a request to generate a new password by clicking on the „Reset Password" link.
3. For additional authorization of certain operations/orders generated by the User via the Customer Zone, an Atman Customer Service employee has the right to ask the User questions regarding its personal data provided to Atman or to request additional authorization from the Main Account Administrator. If the User cannot provide the correct data necessary for the execution of a given order, such order cannot be executed.
4. All operations and instructions placed using the Administrator accounts (Main Account) and/or Subaccount within the Customer Zone, using the correct Login and Personal Password, are considered to be ordered by the User and constitute a declaration of its will. A person who logs into the Customer Zone to one of the above-mentioned accounts using the correct Login and Personal Password is considered the User.

§ 7. Conclusion of the Agreement for Additional Services

1. The Agreement for Additional Services is concluded at the moment of acceptance of the Rules by the User.
2. Atman will provide the services covered by the Agreement for Additional Services throughout the term of this agreement, subject to the other provisions set forth in the Rules.

§ 8. Ordering Additional Services, providing Additional Services, and discontinuing Additional Services

1. Using the Administrator account (Main Account) or Subaccount, the User individually selects the Additional Services it wishes to use and orders them or resigns from them by submitting an appropriate instruction in the Customer Zone or by sending an e-mail to servicedesk@atman.pl. The submission of an instruction by a User via an Administrator account (Main Account) or Subaccount in the Customer Zone is a legally binding declaration of will made by the User, which is subject to registration in Atman Customer Zone with respect to the fact of submission of a declaration of will, its content and time of submission, along with the unambiguous identification of the User submitting the statement and the type of account used.
2. Placing an order for or cancelling the Additional Services constitutes the User's declaration of will to order or cancel the Additional Services under the terms and conditions set forth herein.
3. The User's instruction regarding the placement of an order for the Additional Services or resignation therefrom is given after the User's identification in the Customer Zone by means of the Login and Personal Password set up for the Administrator account (Main Account) or Subaccount and the execution of an available action by making a relevant notification.
4. Atman undertakes to activate the Additional Services ordered by the User, under the terms of the Rules, immediately after the order of the Additional Service is placed.
5. By logging into the Customer Zone, the User declares that it has read the Rules and accepts them in their entirety.
6. The Additional Services are provided for a fee by Atman according to the Price List available at www.atman.pl and/or directly in the Customer Zone, depending on the type of service.
7. The Subscription Period of an Additional Service is equal to the Subscription Period of the service that is the subject matter of the Service Agreement for which the Additional Service was ordered.
8. The Subscription Period of the Additional Service extends automatically with the extension of the Subscription Period of the service for which the Additional Service was ordered and activated.
9. Atman reserves the right to remove data containing unlawful content without prior notice to the User.
10. Atman reserves the right to discontinue the Additional Services and/or discontinue access to the Additional Services and/or discontinue access to the Customer Zone during the term of the Agreement for Additional Services if the User delays in paying any amounts due to Atman.
11. The User may resign from the Additional Services at any time by providing a relevant notice to Atman Customer Service or by sending a written notice of termination of the Agreement for Additional Services to Atman's registered office address, whichever is provided for under the Agreement for Additional Services.
12. If the User resigns from the Additional Services, Atman will discontinue such services.
13. If the User resigns from the Additional Services or terminates the Agreement for the Additional Services, the User will be obligated to pay Atman a fee according to the price list, in the amount corresponding to the period during which the Additional Services were active.

§ 9. Technical Conditions

1. Atman will endeavor to ensure that the use of the Atman Customer Zone is possible for Users with the use of all popular web browsers, operating systems, kinds and types of electronic devices and types of Internet connections.
2. In these Rules, Atman recommends the minimum technical conditions for the proper use of the Atman Customer Zone. Atman does not warrant that every configuration variant of the electronic equipment possessed by the User will enable the use of the Atman Customer Zone and is not liable therefor.
3. The minimum technical requirements for using Atman Customer Zone, subject to § 9.2 above, are web browsers (Internet Explorer versions 8-11; Firefox versions 4-26; Chrome versions 10-32; Opera 16-18; Safari 5.1) with Internet access, Javascript enabled, accepting cookies.
4. Atman reserves that – to fully use the functionalities of the Atman Customer Zone – it may be necessary to enable the secure data transmission protocol SSL in the browser.
5. In order to use Atman Customer Zone and the Additional Services, it is necessary to correctly log into the Customer Zone using the Login and Personal Password.

§ 10. Obligations of the User

1. The User is obliged to inform Atman of any changes in data necessary for proper issuance of invoices. The User is also obliged to notify Atman about any change of delivery address and/or change of contact e-mail address; otherwise any invoices, letters or e-mails sent to the outdated addresses will be deemed effectively delivered.
2. The User is obliged to make timely payments for the services.
3. The User is obliged to provide true personal data to order services.
4. The User is obliged to redress any damage sustained by Atman due to the User's use of the service in breach of applicable law or third party rights.
5. The User undertakes to cooperate with Atman in any possible court and out-of-court disputes with third parties seeking to hold Atman liable in connection with the services provided to the User.
6. The User agrees that persons authorized thereby who have been given access to Atman Customer Zone by the use of its Administrator Account (Main Account) and/or Subaccount, will comply with these Rules.

§ 11. Obligations of Atman

1. Atman undertakes to provide the User with tools and documentation dedicated to the services covered by the Rules, in particular:
 - a) Customer Zone User Guide available in the Customer Zone under the “Help” button and at: https://strefaklienta.atman.pl/assets/help/User_Guide_to_the_Atman_Customer_Zone.pdf
 - b) Tools that show the current status of payments and include electronic versions of invoices
 - c) Tools that enable remote monitoring and management of the Services in the Atman Customer Zone
 - d) Sales contact information
 - e) Rules
 - f) Technical Specifications
 - g) Pricing for paid Additional Services.
2. In Atman Customer Zone, failures and technical problems should be reported in the “Notifications” tab.
3. Atman stipulates that the use of the Atman Customer Zone is solely at the expense and risk of the User.

4. Atman makes no warranty that the use of the Atman Customer Zone will be without errors, defects or interruptions.
5. Atman does not bear any liability, in particular civil, criminal or administrative liability, for the use of the Atman Customer Zone by the User in a manner contrary to the Rules, the Service Agreement and/or other rules of the relevant services.

§ 11. Availability of Services

1. In order to provide the service with due care, Atman reserves the right to update the software of the Atman Customer Zone and the software on the servers used to provide the services covered by these Rules.
2. Atman reserves the right to make shortest possible technical interruptions in access to the Atman Customer Zone or the Additional Services during periods of least load, in connection with the handling and maintenance of the Atman Customer Zone, of which it will inform the User in advance by a message posted on the Atman Customer Zone and sent to the email addresses of authorized Users and contacts.

§ 12. Payments

1. The use of Atman Customer Zone by the User is free of charge.
2. The fee for Atman's Additional Services will be charged on a monthly basis and is determined in accordance with the Price List in effect at the time the Additional Service is ordered and should be paid by the due date indicated on the invoice.
3. The User is obliged to pay for the Additional Services in advance to the bank account specified by Atman on the invoice.
4. The invoice for the provision of the Additional Services will be issued to the User's data provided in the Service Agreement or order placed in the Online Store. The VAT invoice will be paid within 14 days from the invoice date. The invoice for a User who has agreed to receive invoices in electronic form will be made available only in the Customer Zone.
5. The date of payment is the date when Atman's bank account is credited.

§ 13. Complaint Procedure

1. The User's complaint regarding non-performance or improper performance of services under the Agreement for Additional Services should be sent by e-mail to servicedesk@atman.pl.
2. Atman reviews complaints within 30 business days of receiving the complaint.
3. The User will be immediately notified by Atman about the review of the complaint.
4. The complaint should specify:
 - a) The data of the User submitting the complaint, including the data enabling the identification of the person submitting the complaint as a User, and the name and surname of the contact person for the complaint
 - b) The service to which the complaint relates
 - c) The subject of the complaint and the period in question
 - d) The User's allegations as to the indicated service
 - e) The circumstances justifying the complaint
 - f) Possible requests of the User related to the submitted complaint.
5. The complaint should be signed by the User or a person duly authorized to represent the User. The complaint should be accompanied by a scan of the document evidencing the authorization.

6. Atman is obliged to provide a written response to the complaint, indicating whether it accepts the complaint and how it intends to process it, or informing about the lack of grounds for accepting the complaint together with the justification of its position.

§ 14. Term and Termination

1. The Agreement for Additional Services, unless terminated earlier, is valid for the entire term of the Service Agreement and expires upon termination of this agreement.
2. Apart from the cases provided for in the Service Agreement, Atman will be entitled to terminate the Agreement for Additional Services, if:
 - a) The User materially breaches the provisions of the Rules
 - b) The User does not use the services in accordance with their intended use or specified parameters
 - c) The User acts to the detriment of Atman, other Atman's customers or Internet users.

§ 15. Miscellaneous

1. The parties are bound by the valid version of the Rules.
2. The Rules are valid from the date of their publication on the website at www.atman.pl/zone/ or in the Atman Customer Zone.
3. The content of these Rules may be recorded by the User by printing, saving on a carrier or downloading at any time from the website.
4. Atman reserves the right to change the Rules at any time. Such change may be caused, in particular, by changes of law, development of Internet technologies, changes in the rules of use of the Atman Customer Zone and/or Additional Services. Atman will notify the User of the content of the change to the Rules by posting a notice of the change to the Rules in the Atman Customer Zone with a link to the new Rules and maintaining this information in the Atman Customer Zone for at least one month.
5. In the case of changes to the Rules for reasons other than those resulting from legal obligations, the User has the right not to accept the changes made to the Rules, of which it is obliged to inform Atman in writing by terminating the Agreement for Additional Services. In such case, the Agreement for Additional Services will terminate at the end of the settlement period for the Additional Services. If the User purchases Atman's services in the Online Store or uses Atman's services free of charge during the trial period, the User has the right not to accept the changes made to the Rules. The User is obliged to notify Atman thereof in writing, which is equivalent to the termination of all services purchased by the User in the Online Store. In such case, the Account in the Customer Zone will be blocked and the services will be deactivated at the end of the settlement period for the Services and Additional Services.
6. If any part of the Rules proves to be invalid or ineffective under applicable law, this part should be interpreted in such a way that it is consistent with the applicable law and reflects as closely as possible the intention of the given provision. The remaining parts of the Rules will remain in full force and effect.
7. All legal relationships hereunder will be governed by the Polish law.
8. The User may not assign its rights and obligations under the Agreement for Additional Services to any third party without Atman's consent.
9. Atman is entitled to use the User's name in Atman's advertising, marketing materials and letters of reference, unless otherwise specified in the Agreement concluded with the User.
10. The provisions of the Polish Civil Code and other laws in force in the territory of the Republic of Poland will apply to matters not governed by the Agreement for Additional Services, the Rules or the Service Agreement.

11. By logging into and using the Atman Customer Zone, the User confirms that it is familiar with the content of the Rules and accepts all of their provisions and undertakes to abide by them.
12. The Additional Services may be provided only to Users who use the Customer Zone in accordance with the provisions of the Rules and the Service Agreement.
13. If Atman intends to discontinue the Additional Services, Atman will give the User at least a 30 days' prior notice thereof. At the end of the notice period, Atman is entitled to delete the Additional Services and data stored in the Atman Customer Zone.
14. Any disputes that may arise from the agreement between the Customer and Atman which cannot be prevented by the complaint procedure will be settled by the common court with jurisdiction over the registered office of Atman. The place where services are provided is Atman's registered office.
15. SCADA monitoring system data presented in the Atman Customer Zone cannot be the basis for claims regarding a failure to meet the colocation service SLA.
16. The Rules as amended on 16cent February 2022.