

Dear Sirs and Madams

Atman sp. z o.o. would like to inform you that the Act on Electronic Communications Law of July 12, 2024 (Journal of Laws of 2024, item 1221) (hereinafter the 'Law') enters into force on November 10, 2024. It will replace the current Act on Telecommunications Law of July 16, 2004. Therefore, **with regard to telecommunications services provided to you by Atman**, we are changing the terms and conditions of agreements for the provision of telecommunications services concluded before November 10, 2024, specified in the Telecommunications Services Regulations (hereinafter the 'Regulations') constituting an annex to your Agreement.

We notify you of the changes indicated in accordance with the provisions of the Act of July 12, 2024, Provisions introducing the Electronic Communications Law.

We would like to emphasize that as a result of changes in laws, **you do not have to take any action to continue using our services**. Moreover, the new regulations do not affect the amount of fees for telecommunications services, which means that the **service fees set out in your agreements do not change**.

Pursuant to the Act, we are making changes to the Regulations in the following areas:

- 1) Change of Internet access service provider – The Act grants the Customer the right to change the Internet access service provider while maintaining their continuity of the service and specifies the rules of compensation for delays in the implementation of this obligation. Therefore, we will apply the following rules:
  1. As a Customer, you have the right to change the provider of the Internet access service while maintaining its continuity, unless it is not technically feasible.
  2. The Customer requesting a change of the Internet access service provider may terminate the Agreement with Atman without observing the notice periods specified in the terminated Agreement. In such case, the service recipient shall be obligated to pay to the existing service provider a fee not to exceed the subscription fee for the notice period, but not to exceed the subscription fee for one billing period, plus damages. Termination of the Agreement with Atman regarding the Internet access service shall be effective upon commencement of the provision of the Service by the new Internet access service provider.
  3. If the Customer exercises the right to change the Internet access service provider, the Customer is entitled to determine the procedure for changing the service provider. This may occur:
    - 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.
  4. A change of Internet access service provider will not cause an interruption in the provision of this service longer than 1 business day. The exercise of the Customer's right to change the Internet access service provider is free of charge for the Customer.
  5. In the event that the start of the services by the new Internet access service provider has not occurred within the timeframe specified in the agreement for the provision of electronic communication services, we will continue to provide you with the Services under the existing terms and conditions until the new Internet access service provider begins to provide the Services.
  6. If a new Internet access 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.
  7. If the Internet access Service provider is not changed within the timeframe stipulated in the agreement for the provision of electronic communication services concluded with the new provider, you 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 provided by the President of the Office of Electronic Communications. 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 expiry of 30 days from the date specified in the agreement for the provision of electronic communications services.

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2) Complaint procedure – The Act provides that the complaint procedure will apply to electronic communication services, including telecommunications services. We have introduced the following changes in this regard:

1. we have added a provision that the complaint should also indicate the manner in which the answer is to be provided;
2. we have clarified that the review of a complaint is understood as sending an answer before the expiration of the review deadline, which includes information on the acceptance or non-acceptance of the complaint, along with the reasons;
3. we have added information that you may pursue claims related to the complaint procedure through court proceedings if the complaint has not been accepted or Atman has not paid the claimed amount or has not granted a discount within 30 days from the date on which the complaint was accepted;

3) Service limitation and suspension due to the Customer's delay in payment.

The Act introduces new regulations related to the process of limiting and suspending the provision of the Services due to delays in payments for the Services. Therefore, we have introduced an appropriate procedure into the Regulations related to such events:

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. After the ineffective expiration of such period, Atman may limit the provision of this service, unless it is technically impracticable or economically unreasonable. The limitation may involve blocking the use of data transmission.
2. 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. If the Customer does not pay the overdue amounts within 3 days from the date of delivery of the notice, Atman may suspend the provision of the Services. In the event of limitation or suspension of voice services, the Customer is allowed to use only calls to emergency numbers.
3. 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.
4. 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. Atman may charge a separate fee for resuming the Service in an amount equal to the incurred costs of resuming the Service.
5. 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.
6. The notices referred to above 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.
7. 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.

4) Termination of the Agreement by the Customer who is a micro-entrepreneur, small entrepreneur or non-governmental organization

The Act provides for a separate regulation concerning a micro-entrepreneur, small entrepreneur or non-governmental organization within the meaning of Article 3(2) of the Act of 24 April 2003 on Benefit Activity and Volunteerism, that enjoys consumer rights, to terminate the Agreement for reasons attributable to Atman in the event of significant, permanent or frequent discrepancies between the actual performance of telecommunications services, excluding the Internet access service, and the terms specified in the Agreement. Therefore, we have added the following provision:

In the event of significant, permanent or frequent discrepancies between the actual performance of telecommunications services, excluding the Internet access service, and the terms specified in the agreement, a micro-entrepreneur, small entrepreneur or non-governmental organization within the meaning of Article 3(2) of the Act of 24 April 2003 on Benefit Activity and Volunteerism, that enjoys consumer rights, after exhausting the complaint procedure, may terminate the Agreement for reasons attributable to Atman, in addition to the right to pursue a claim for improper performance of the Agreement. In such case, Atman is not entitled to compensation for the termination of the Agreement.

5) Unilateral amendment of the Agreement by Atman

The Act introduces the rules for unilateral amendment of the Agreement by Atman, including the methods of informing about such changes. Therefore, we have adapted the provisions of the Regulations as follows:

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 above, the Customer may terminate the Agreement subject to payment of the compensation, but the period for exercising this right may not be shorter than the effective date of such changes.
3. Atman, in the case of a unilateral amendment to the Agreement, will make the proposed amendments public by their publication on its website 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 amendments.
4. Immediately after the publication referred to above, Atman will deliver the wording of the proposed amendments on a durable medium and inform the Customer on a durable medium about the right to terminate the Agreement.

Due to the introduction of amendments to the Regulations resulting from the Act, changes of a procedural nature were made therein: the definitions of the Agreement, Customer and ECL were added, the definition of the Service was changed to clearly indicate that the service covered by the Regulations is the telecommunications service provided by Atman under the Agreement, the list of entities to which Atman provides Services was updated, the rules for extending the Agreement were adjusted – the automatic extension of the Agreement for another fixed period was deleted, the provisions on the elements making up the monthly fee and the elements making up the one-off fee were adjusted, as well as the GDPR information clause was updated, and the rules for terminating the Agreement and the rules for paying compensation were adjusted to the new provisions.

The amendments will take effect on November 10, 2024. If you do not accept the above amendments, you have the right to terminate the agreement for the provision of telecommunications services in the manner provided for in its provisions. The notice of termination should be submitted by November 10, 2024. If the termination of the Agreement occurs before the end of the specified period, we will be entitled to demand from you the compensation provided for in the Agreement for such a circumstance.