



# Rules of Telecommunications Services for Customers of the Heyah Service provided by Polska Telefonia Cyfrowa Sp. z o.o. having its seat in Warsaw

## CHAPTER 1

### GENERAL RULES

#### § 1

The Rules define the range and terms for providing Telecommunications Services for Customers of the 'Heyah Service' by the Polska Telefonia Cyfrowa Sp. z o.o. having its seat in Warsaw, Al. Jerozolimskie 181, 02-222 Warsaw, registered in the Register of Business Units maintained by the District Court of Justice for the Capital City of Warsaw, XII Dept. of Commerce of the National Court Register, number KRS 29159, with capital stock of PLN 471 million, REGON 011417295, NIP 526-10-40-567, hereinafter referred to as 'Operator'.

#### § 2

Terms used hereinafter have the following meanings:

- "Customer Service Office" (Biuro Obsługi Użytkownika) – organization unit, having the task of providing assistance to the Customer for the appropriate execution of the Agreement, with the Customer Service Office phone number and email address included in the Pricelist and in operator-issued leaflets;
- "Pricelist" (Cennik) – the summary of Telecommunications Services, with service types, charges, and billing rules, being an integrated part of the Agreement;
- "Heyah Cycle" (Cykl Heyah) - one-month period commencing on each next Settlement Day, for which Heyah Service Consumer charges are payable to the Operator for provision of selected services in the range as specified in the Pricelist. It is defined for purposes of billing that the Heyah Cycle lasts 30 days;
- "Transmission Data" (Dane Transmisyjne) – data processed for the purpose of transmitting messages over telecom networks, or for charging for Telecommunications Services;
- "Settlement Day" (Dzień Rozliczeniowy) - the day of month, on which Heyah Customer Services are settled with the Operator for provision of selected services in the range as specified in the Pricelist. The Settlement Day is determined and made known to the Heyah Services Customer while activating the services, to which the Cycle Charge is related;
- "Heyahcode" (Heyakod) – digital code number for Customer identification; using this code Customer can order additional services or cancel selected services through the Customer Service Office or through Self-service;
- "Password" (Hasło)- code word including 6 up to 10 alphanumeric signs for Customer identification; using the password, the Customer can order additional services or cancel selected services;
- "Registration sheet" (Karta Rejestracyjna) - the form available from each Customer Service Point; filling and delivering this form by the Customer is the condition for Customer registration with Operator's IT systems;
- Heyah SIM card (Karta SIM Heyah) - chip card issued by the Operator, enabling the Customer to access the Operator's Network for the Heyah Services, and remains Operator's property until ceasing to provide the Telecommunications Services, to which the Customer's Phone Number in the Operator's network, PIN code, and PUK code are related;
- "Customer" (Konsument) – physical person being one party of the Agreement or applying for conclusion of the Agreement, purposes thereof being not related directly to her/his business or professional activity;
- "PIN code" (Kod PIN)- four-digit code pre-set by the manufacturer or defined by the Customer in person in order to provide herself/himself with an unmistakable identification for access to Telecommunications Services provided by the Operator;
- "PUK code" (Kod PUK) – personal eight-digit code number, which cancels blockade of the PIN code number in order to provide the

Customer with an unmistakable identification for access to Telecommunications Services provided by the Operator;

- "Limit" (Limit) - account value specified in the Pricelist or Promotion Offer Terms, enabling the Customer to use the Telecommunications Services;
- "Phone Number" (Numer telefonu) – number, no less than nine digits, which unmistakably identifies the SIM card; the Phone Number can be used to identify the Customer in services facilitating alterations of services and access to the Customer account information;
- "Operator" - Polska Telefonia Cyfrowa Sp. z o.o. with its seat in Warsaw, active in telecommunications business;
- "Cycle Charge" (Opłata Cykliczna) - constant charge payable by the Heyah Services Customer for ability to use selected services in the range and to the financial value limit as specified in the Pricelist;
- "Person" (Osoba) - physical person or legal person or entity without legal personality created according to legal regulations;
- "Customer Service Point" (Punkt Obsługi) - organization unit for handling Customers, maintained by the Operator;
- "Rules" (Regulamin) – rules of provision of Telecommunications Services for Customers in the Heyah Services by the Operator; an integral part of the Agreement;
- "Selfservice" (Samoobsługa) – Customer web-based information and service network, through which Customers can make amendments to their accounts;
- "Operator's Network" (Sieć Operatora) – Operator's telecom network used for provision of Telecommunications Services;
- "Detailed Terms of Telecommunications Service Use" (Szczegółowe Warunki Korzystania z Usługi Telekomunikacyjnej) – separate documents specifying details of Customer's using individual services provided by the Operator;
- "Phone" (Telefon) – telephone device holding a homologation or certificate of compliance with basic requirements, issued by an authorized organ;
- "Agreement" (Umowa) – agreement, based on which the Operator provides Telecommunications Services on behalf of the Customer and in compliance with the Rules, and the Customer obligates herself/himself to follow all provisions included in the Agreement. The following documents are integral parts of the Agreement: Rules, Pricelist, Detailed Terms of Use of Telecommunications Service, and promotion terms related to provision of service, which the Customer uses, as specified in e.g. the Promotion Offer Terms;
- "Heyah Service" (Usługa Heyah) – the system, in which Telecommunications Services are provided by the Operator with application of the Heyah SIM card, and which facilitates settling these services by Customer's prepaying the Telecommunications Services;
- "Telecommunications Services" (Usługi Telekomunikacyjne) – services provided by the Operator and consisting in transmitting signals over the telecom network;
- "Customer" (Użytkownik) – person using Telecommunications Services provided by the Operator on terms as specified in the Rules of Provision of Telecommunications Services in the Heyah Service and on behalf of Customers, and as specified in the Pricelist;
- "Special Offer Terms" (Warunki Oferty Specjalnej) - document including Rules of Provision of Telecommunications Services provided by the Operator on different terms than those specified in the Rules and Pricelist, being an integral part of the Agreement.

## CHAPTER II

### RULES OF PROVISION OF TELECOMMUNICATIONS SERVICES OVER THE OPERATOR'S NETWORK

#### RANGE OF TELECOMMUNICATIONS SERVICES

##### § 3

1. The Operator provides with Telecommunications Services as specified in the Pricelist or Agreement.
2. The Operator is authorized to extend the range of provided services as new technological capabilities emerge.
3. In cases that the involved service requires separate regulations, the Operator is authorized to issue Detailed Terms of Use of Telecommunications Service

#### § 4

1. Using his network and within the roaming service, the Operator enables the Customer being abroad to use networks of those foreign operators, with whom the Operator concluded respective agreements. Current lists of those operators and of the countries, in which they are active, are available from the Customer Service Office maintained by the Operator, from operator's website, and from the Customer Service Point.
2. When establishing connection in foreign operators' telecommunications networks, the connection quality may be different than in the Operator's network.
3. When establishing connection in foreign operators' telecommunications networks, Customer's data processing rules and financial settlement rules can be different than those that are applied by the Operator. The billing rules for using foreign operators' networks are listed in the Pricelist and on Operator's website: [www.heyah.pl](http://www.heyah.pl)

#### § 5

The Operator provides Telecommunications Services within the Operator's network coverage and with application of telecommunication networks of other operators, with whom the Operator concluded appropriate agreements. The Operator provides Telecommunications Services within existing technical capabilities and in compliance with ETSI (European Telecommunications Standards Institute) standards, which are binding to the Operator as far as provision of Telecommunications Services is concerned.

#### OPERATOR'S RESPONSIBILITY

#### § 6

1. The Operator is responsible for non-provision or unsuitable provision of Telecommunications Services in the range as specified in the Agreement, Rules, Promotion Offer Terms, and Detailed Terms of Use of Telecommunications Service, with exclusion of situations, in which the non-provision or incorrect provision of Telecommunications Services would result from the reasons on the Customer part, her/his non-compliance with regulations of the Agreement, Rules, Promotion Offer Terms, and Detailed Terms of Use of Telecommunications Service by the Customer, or Customer's acting without compliance with law, or when it occurred due to force majeure.
2. The Operator is not responsible for unavailability of Telecommunications Services provided by him when resulted from non-reaching ETSI-required technical parameters by the Customer's phone, which does not hold any Polish homologation or certificate of compliance with basic requirements. As well, the Operator is not responsible for unavailability of Telecommunications Services provided by the Operator when such situations resulted from non-reaching by Customer's phone of technical parameter as required for the use of those Services.
3. The Operator is not responsible for non-execution or unsuitably execution of the Agreement when no capability exists for provision of Telecommunications Services in other operators' telecom networks as described in § 4 section 1 while the Operator is establishing connections.
4. The Operator does not guarantee the data transmission rate and data safety when such data leaves Operator's Network.
5. Due to non-provision or unsuitable provision of Telecommunications Services in the Heyah Service by the Operator, the Customer is entitled to a compensation in form of a contractual penalty. The amount of contractual penalty for each day of interruption in the provision of Telecommunication Services in the 'Heyah Service', when enduring longer than 24 hours, is equal to:
  - 5.1. in case the interruption includes all Telecommunication Services within the Heyah Service: amount equal to the value of the average daily consumption of financial means for Telecommunication Services as calculated for the last 30 days, over which the Customer used services in the Heyah Service as counted from the claim application date. If the Customer used the Heyah Service for a shorter time than 30 days, the daily average is counted based on the value of financial means

spent for Telecommunication Services from the moment of service provision commencement until the date the claim was applied.

- 5.2. in case the interruption included selected Telecommunication Services, which the Customer used within the Heyah Service: the amount equal to the value of average daily consumption of financial means for selected Telecommunications Services, over the last 30 days, over which the Customer used services included in the Heyah Service, counted from the date the claim was applied. If, before the application of claim, the Customer used the Heyah Service for a shorter time than 30 days, the average daily consumption will be calculated based on the value of financial means consumed for selected Telecommunications Services from the moment the services provision commenced until the day the claim was applied.
6. For each day of exceeding the defined in the Agreement date of services commencement, due to Operator's fault, for which the Customer is charged with the monthly Cycle Charge, or for an interruption in providing with such service, the Customer is entitled for a compensation from the Operator in the amount of 1/30 of the monthly Cycle Charge as specified in the Agreement.
7. While calculating the contractual penalty amount the Telecommunication Services value used against financial means prepaid by the Customer is taken into consideration, and in opposite, promotion amounts and discounts granted by the Operator are not included.
8. Disregarding the provisions specified in sections 4 and 5, in case of Operator's willful guilt, the Customer is entitled to compensation on general terms.

#### PERSONAL DATA PROTECTION / TELECOMMUNICATIONS SECRET

#### § 7

1. The Operator is Customer personal data administrator within the meaning of the Personal Protection Act of 29.03.1997 (published in the Journal of Law - Dziennik Ustaw, year 2002, number 101, item 926, with subsequent amendments.) The Operator processes, individually or by co-operating with him entities, Customer's data related to Telecommunications Service provided by the Operator. This data is processed for purposes related to product sales and service provision, for purposes related to debt recovery as well as for marketing purposes. In the range as specified by regulations, personal data may be handed over to authorized persons, organs, and courts of justice. In cases anticipated by law, Customers are entitled to access the content related to their personal data and to the correction thereof, the right to obtain information on the purpose, range, and method of personal data processing, the right to apply a substantiated written demand to cease to further process personal data as well as a demur related to further processing their personal data. Any correspondence related to personal data processing should be sent to Operator's address:

Polska Telefonia Cyfrowa Sp. z o.o.

Al. Jerozolimskie 181

02-222 Warsaw

2. In compliance with legal regulations as in force, while providing Telecommunications Services, the Operator provides with keeping the telecommunications secret in the aspect of information transmitted over the Operator's network, and in particular: personal data related to Customers, whereabouts and type of connections, services provided on behalf of Customers in the Heyah Service. Transmission data and other data covered by the telecommunications secret is processed by the Operator or by entities co-operating with him according to the rules specified in legal regulations, for purposes related to sales of products and to the provision of services. This data is processed over the time necessary to provide the Telecommunications Services, for billing, settling claims, or meeting obligations resulted from legal regulations. The Operator informs the Customer of the range and purpose of Transmission Data processing and of processing of other data, which refers to the Customer, and also of possibilities of impact on the data processing; and in cases anticipated in legal regulations, the

Operator applies for Customer's consent to process data covered by the telecommunications secret.

3. Within technical or economical capabilities, the Operator guarantees to keep the appropriate care for securing telecommunications devices, telecommunications networks, and data collections against disclosing the telecommunications secret.
4. In case, when it is necessary for purposes related to the network maintenance, including the purpose of removing a failure, interference, or in case of hazard to the Network maintenance or to the provision of services, the Operator or Persons authorized by the Operator – after informing people, who are members of the involved connection - have the right to join the existing connection or to interrupt this connection.
5. In the range as specified by legal regulations, the Operator and Persons authorized by him have the right to get to know the telecommunications transmission content.

AGREEMENT FOR PROVIDING TELECOMMUNICATION SERVICES  
CONDITIONS OF THE AGREEMENT CONCLUSION AND EXECUTION

§ 8

1. By concluding the Agreement the Operator binds himself to provide Telecommunication Services on determined in the Agreement conditions, and Customer binds himself to observe any decisions contained in the Agreement and its integral parts.
2. Regulations Pricelist, Conditions of Special Offer as well as detailed condition of practical use of Telecommunication Services are delivered to Customer during conclusion of the Agreement or are available for the Customer in Customer Service Point, and on Internet page of the Operator, [www.heyah.pl](http://www.heyah.pl)
3. The Agreement is concluded by obtaining by the Customer a starter set Heyah and the use of a Hayah SIM Card, according to instruction, given by the Operator in the Heyah starter set.
4. The Agreement is concluded for the period of validity of the Customer's account, given by the Operator during conclusion of the Agreement. The Agreement may be prolonged for the following monthly periods or other periods as defined between the parties.
5. The Customer may register his data by providing to the Operator the Registration Card, as well as should inform the Operator of any changes of these data, particularly when it comes to a change of the Customer.
6. The Operator may condition the registration of the Customer data on confirmation, that these data have been true and concern the Customer.

§ 9

1. The Operator gives to the Customer activated Heyah SIM Card, possession and practical use of which by the Customer, according to instruction, given by the Operator, are necessary conditions for practical use of Telecommunication Services, provided by the Operator.
2. The SIM Card given to the Customer constitutes property of the Operator until the moment of discontinuation of providing Telecommunication Services.
3. The Hayah SIM Card, at the moment of its issue by the Operator will enable the use of provided services to the amount or number of units, indicated on this Card.
4. The Operator binds himself to start providing Telecommunication Services on basis of the Agreement at the moment of use of the Hayah SIM Card according to instruction, provided that other term to start the services does not result from the Agreement.

## PAYMENTS

### § 10

1. The kind and amount of payments for Telecommunication Services together with detailed principles of their calculation are determined in the Price List, Special Offer Terms Detailed Terms of Telecommunications Service Use of the Telecommunication Service.
2. Payment for connections has been calculated from the moment of appearance of the called number until the moment of accomplishment of the connection. The way of payment calculation for the connections have been given in the Price List as well as on the Internet page of the Operator, [www.heyah.pl](http://www.heyah.pl)
3. With regard for technical conditions, the payments for accomplished services may be calculated with delay. In such a case, if the Customer uses the services for the amount exceeding state of means gathered on the Customer's account, payment for such services will be covered by the means, coming from supplementation of the account made by the Customer in the subsequent time.
4. Connections with alarm numbers are free of charge. These connections are directed to appropriate territorial service units, to which the alarm numbers are allocated.
5. Discharge from payments, mentioned in the statute 4, do not include connections to administrative institutions, established for provision with assistance and fight with infectious diseases of people, animals and plants, directed to other numbers that alarm ones.
6. In case the prices for the Telecommunication Services are increased, the Operator is obliged to inform the Customers in public on his website [www.heyah.pl](http://www.heyah.pl), in advance of at least 30 days.

## PRINCIPLES OF SIM CARD USE IN THE HEYAH SERVICE

### § 11

1. After the Customer uses completely the amount or number of units accumulated on the Hayah SIM Card or his/her account expires, further use of the Telecommunication Services with the use of Hayah SIM Card depends on supplementation by the Customer of his/her account in the Heyah Service.
2. The Hayah SIM Card should be used for the first time not later than before the expiry date, indicated on the card. After the term mentioned above expires the unused Hayah SIM Card becomes automatically invalid and will not be the subject for change.
3. The Operator reserves himself the right to deactivation the Hayah SIM Card after the expiry date of Customer's account, independent of number of connections that were made and current state of the account, if the Customer does not supplement his account, at least by the minimal value, indicated by the Operator, before the expiry date of this term.
4. In order to secure the Heyah SIM Card of unauthorised use by the third persons, the Customer may implement changes of PIN code factory settings and may personally define code PIN, which is known exclusively to the Customer.

## OBLIGATIONS OF THE CUSTOMER

### § 12

1. Any Customer is obliged to secure the Heyah SIM Card against damage, destruction, loss or theft.
2. Registered Customer may inform the Operator in writing on destruction, damage, loss or theft of the Hayah SIM Card. On the day of receiving the written announcement, the Operator suspends providing of services.

3. The Operator is not responsible for effects resulting from the use of lost or stolen Heyah SIM Card by third persons.
4. For effects resulting from the use of Heyah SIM Card or effects of use of rights defined in the Agreement or in the Rules, which aroused in connection to third persons knowledge of PIN Code, PUK Code, Password or Heyahcode or other identification data, the exclusive responsibility belongs to the Customer and in particular when the knowledge of PIN code by third parties will be the result of not changing the factory settings by the Customer.
5. The Customer should use in the Operator's Network exclusively the Telephones which comply with requirements of the Operator's Network.

#### EXPIRATION OR TERMINATION OF THE AGREEMENT

##### § 13

1. The Agreement expires in consequences of:
  - 1.1. loss by the Operator the required by Law authorisations and permissions;
  - 1.2. death of the Customer;
  - 1.3. loss of legal existence of the Customer not being a physical person;
  - 1.4. expiration of period, on which it had been concluded.
2. The Operator may, according to his own choice, terminate the Agreement with immediate effect without previously warning the Customer or suspend providing with Telecommunication Services without compensation in case, when the Customer in striking way violates regulations of the Law or the rules of the Agreement, including in particular the following:
3. uses of the Heyah SIM Card having stolen, not homologated or not possessing certificate of compliance with principal requirements of telephone device, as well as uses a telephone or other devices, which causes electromagnetic disorder.
4. undertakes activities causing or that may cause distortion in work of equipment, connected into the Operator's network or Internet network.
5. directs into the Operator's network or to the other telecommunication networks, by means of obtained SIM Card, connections coming from another telecommunication networks, in particular with a purpose to provide telecommunication services for the other subjects.
6. Uses the Heyah SIM Card in devices, which can be used for change of direction incoming from another operator's networks connections, in particular for the purpose to provide telecommunication services for the other subjects.
7. In case of confirmation that Customer undertakes activity, mentioned above in item 2.3 and 2.4 the Operator has got a right to require from the Customer to pay the agreement fine, in amount corresponding with value of utilisation of means for Telecommunication Services during the last 30 days, during which the Customer used services in Hayah Service. That does not excludes the Operator to demand from the Customer compensation, exceeding the amount of the agreement fine according to the general principles. The Operator is authorized to calculate the unused means being on the Customer's Card on the account of defined penalty fine.
8. Of the Agreement termination as described above in item 1, the Operator informs the Customer by sending SMS, electronic information to known to the Operator email address or the letter to the correspondence address, indicated by the Customer in the Registration Card.
9. At the moment of stating one of the mentioned in item 1 and 2 reasons, the Operator has got a right to deactivate the Customer's Hayah SIM Card.

## SCOPE OF PROVIDING SERVICE

### § 14

1. The Operator carries out the service activity of the Customer, in particular in scope of:
  - 1.1. providing information concerning Agreement, Regulations as well as Price List,
  - 1.2. receiving of claims,
  - 1.3. realisation of single orders,
  - 1.4. realisation of permanent orders,
  - 1.5. offered services and principles of the services use, telephone services and telecommunication equipment as well as rules of acting during their breakdown,
  - 1.6. lasting promotions, special and loyal offers,
  - 1.7. information on account settlement of made payments.
2. Service of the Customer is offered through:
  - 2.1. Customer Service Point 24 hours daily,
  - 2.2. Self-service, by enabling the Customer to make changes on his account directly by him/her,
  - 2.3. Service Point – on days and in hours when the Customer Service Point is available for the Customer.

## CHANGE OF THE SERVICE SCOPE

### § 15

1. Change of selected Telecommunication Services can be made on request of the Customer after his identification. Demand mentioned above should be reported to the Operator in writing, by phone or in another form, determined by the Operator and should contain description of the scope of change as well as change of time since which this change should, if it is accepted by the Operator.
2. If the Customer applies for change of Telecommunication Services scope in oral form he/she will be informed immediately by the person receiving the application about the fact of acceptance by the Operator the change of provided Telecommunication Services.
3. In case the Customer applies for change of Telecommunication Services scope and it is accepted by the Operator, the Operator will implement such changes immediately.
4. In case the Customer applies for change of the scope of Telecommunication Services provided according to the Agreement, made orally by the use of phone, the Operator is authorized to make registration of context of reported by the Customer application by making a note, for which the Customer agrees.
5. Information concerning sorts of Telecommunication Services, change of which can be done according to telephone declaration or in another form, determined by the Operator, is available in Customer Service Point as well as in the Customer Service Office.

1. A Claim may concern not providing or inadequate providing of Telecommunication Service, not observing due to Operator's fault a term of commencing to provide a Telecommunication Service determined in the Agreement or incorrect calculation of dues for providing the Telecommunication Service.
2. Claims may be submitted in writing, by fax, orally to a protocol at Customer Service Point, by phone or in electronic form.
3. In case of claim submitted in writing or orally to protocol at Customer Service Point, person-submitting claim receives written confirmation immediately, confirming submitting the claim.
4. In case of claim submitted in writing, by phone, by fax or by electronic post, Customer submitting the claim receives written confirmation in 14 days from the date of the claim submission. The Operator's duty to confirm in writing of a claim submission does not concern situations when claims are regarded punctually.
5. In case of claim the Customer is obliged to indicate the following data:
  - 5.1. name and surname (name) and address of the Customer submitting the claim;
  - 5.2. the subject of the claim as well as claimed period,
  - 5.3. circumstances justifying the claim,
  - 5.4. allocated number to the Customer of which the claim concern or registration number given to the Customer by the Operator,
  - 5.5. date of concluding the Agreement and determined in the Agreement term of the Telecommunication Service commencement in case of claim, concerning not observing due to the Operator's fault determined in the Agreement term of commencing to provide the Telecommunication Service,
  - 5.6. an amount of compensation or returns of other dues, if the Customer demands their payment,
  - 5.7. number of bank account or appropriate address for payment of compensation or other due or motion for their inclusion on the account of future dues – in case, mentioned in item 5.6,
  - 5.8. signature of the Claiming Customer in case of written claim.
6. Customer submits a claim in term of 12 months since the date of incident being the subject of the claim. The Operator may live without consideration a claim, which is submitted after this term.
7. The day of submitting the claim is the day of receiving by the Operator a letter containing the claim in written or electronic form, fax, receiving announcement by phone by the worker of Customer Service Point or a day of submitting a claim in writing or orally to the protocol at Customer Service Point.
8. In case of acceptance of the claim, granted to the Customer amount may be handed over by the Operator through supplementation of the Customer account by this amount. In case when it results from known to the Operator will of the Customer, the amount will be immediately transferred to the account indicated by the Customer.
9. The Operator is obliged to consider a claim within 30 days from the day of its submission. In case if the claim is not considered in this term then it is treated as if the claim is accepted, excluding claims submitted after term determined in item 6
10. The Operator will give a response on claim submitted by the Customer in written form or in other form accepted by the Customer. The Operator's reply for the claim ends the claim proceeding.
11. Disputes between the Customer and the Operator in scope determined in item 1 will be considered in appropriate common courts. Disputes between the Customer being a Consumer and the Operator in the scope determined by item 1 may, with consent of both Parties, be finished arbitrary on the way of mediation proceedings or proceedings in the arbitrary court.
12. Leading by the Operator a claim proceedings does not restricts a Customer's rights to require in legal proceedings (mediation or arbitrary) a compensation for not fulfilment, inadequate fulfilment of the Telecommunication Service, not observing due to the Operator's fault the term of commencement of the service or incorrect calculation of dues for providing the Telecommunication Service defined in the Agreement.

## FINAL RULES

### § 17

In cases not settled in the Rules the principles of Telecommunication Law and Civil Code are applied in particular.

### § 18

In case of implementing changes into the Rules, the Operator will inform about this change in public on his website [www.heyah.pl](http://www.heyah.pl) in term of 30 days before its coming in force.

### § 19

The Rules is valid since the 1<sup>st</sup> of October 2007 year.