



# GENERAL TERMS AND CONDITIONS to the ACN Digital Phone Service with sold ACN Equipment

## 1. Definitions

"ACN": ACN Communications Polska sp. z o.o., Ul. Grabiszyńska 251 a, 53-234 Wrocław, Polska with its seat in Wrocław ; KRS number : 0000263228, NIP 525-23-72-011, Share Capital 50 000,00 PLN;

"ACN Account": Customer's account with ACN in respect of charges for the Services;

"ACN Phone Adaptor": A device used to connect one or more standard analogue telephones to ACN's digital network. The ACN Phone Adaptor is a pre-requisite to using the ACN Digital Phone Service if a customer does not purchase an ACN Videophone;

"ACN Digital Phone Service" or "Service": The service enabling the customer to make or receive a telephone calls via an existing high speed internet connection with capacity of at least 128Kbit/s down and upstream;

"ACN Equipment": Any hardware (ACN Videophone(s), ACN Phone Adaptor(s) or other ACN provided equipment) provided by ACN for use by the customer. The setting up and configuration of the ACN Equipment and the Service is described in the user notice provided with the ACN Equipment;

"ACN Price List": ACN's current price lists as amended from time to time. The current ACN Price List is provided to the customer as part of the Agreement. Furthermore the ACN Price List is made available online at the time when the customer places an order and is also available and updated at ACN's website at [www.myacn.eu](http://www.myacn.eu) at all times;

"ACN Videophone": A communications device which allows both video and audio communication at the same time. It is also possible to make audio calls using the ACN Videophone without the video function being activated. The ACN Videophone also has an in built Phone Adaptor (as mentioned above) to allow connection of analogue phones to the ACN Digital Phone network;

"Agreement": The agreement between ACN and the customer consisting of I) the order placed by the customer with ACN, II) the order confirmation III) these General Terms and Conditions, IV) the ACN Price Lists, and V) the ACN Acceptable Usage Policy (AUP).

"Agreement's Execution": The Agreement is considered to be concluded upon receipt by the customer of an order confirmation via e-mail;

"Consumer Sale Act": Act on special terms and conditions of the consumer sale and change of the Civil Code dated 27 July 2002 (Journal of Laws from 2002, No. 141, Item 1176);

"New Provided CLI": Newly assigned telephone number that is assigned when customer's ACN Digital Phone Service is activated and which is used to receive incoming phone calls and make outgoing phone calls using the ACN Digital Phone Service. ACN will provide and notify the customer of this number with the order confirmation e-mail;

"Number Porting": A transfer of the Original CLI to the ACN Digital Phone Service which causes all incoming calls to the Original CLI to be routed to the ACN Service;

"Original CLI": The fixed telephone number provided by your current fixed line provider and specified in the order, and, in the case of ISDN, any other CLI that is linked or associated with the CLI that is designated on the order;

"Price": The prices and/or tariffs for the Service including purchased ACN Equipment as set out in the current ACN Price Lists;

"Terminal Equipment": Any computer, telephone and any other communication devices used by the customer in connection with ACN's Digital Phone Service;

"General Terms and Conditions": this general terms and conditions of the ACN Digital Phone Service with sold ACN Equipment.

## 2. Emergency calls

- 2.1 To the maximum extent permitted by law, the ACN Digital Phone Service may not support calls to emergency services at all times, due to power outages, network downtime or other unexpected impact on the Service infrastructure.
- 2.2 To the maximum extent permitted by law, ACN is not responsible for any liabilities arising from non-connection, non-functioning or disruption of emergency calls made using the ACN Digital Phone Service.
- 2.3 ACN recommends that the customer informs household residents, guests and other third parties that may be present at the address that to make emergency calls they may have to use the phone service associated with the Original CLI or another phone service as the ACN Digital Phone Service may not support such emergency calls at all times.
- 2.4 If the ACN Digital Phone Service is used to make an emergency call, the emergency service may not be able to automatically locate the caller, due to the Service being based on technology which currently does not support instant and precise geographic localisation. ACN therefore recommends that the caller clearly informs the emergency service of his/her present location.

## 3. ACN Digital Phone Service

### 3.1 ACN Digital Phone Service

- 3.1.1 In order to use ACN's Digital Phone Service the customer must purchase ACN Equipment. ACN will not be liable for being unable to provide the ACN Digital Phone Service as a result of faults in customer's Terminal Equipment other than ACN Equipment.
- 3.1.2 ACN's Digital Phone Service does not support fax transmission, alarm systems, credit card and cash payment systems requiring a fixed line telephone connection or bank cash dispensing machines.
- 3.1.3 Calls to some service numbers, special numbers, premium rated numbers, directory services and certain high rated international numbers may not be available as a standard service offering with ACN's Digital Phone Service. A list of numbers that cannot be connected via the ACN Digital Phone Service can be obtained online from ACN's customer portal located at [www.myacn.eu](http://www.myacn.eu). If certain of these numbers become available ACN will make the option available to the customer online to be able to allow or not allow making calls to these numbers.
- 3.1.4 ACN will not disclose the customer's name, address and telephone number to a third party for the purpose of directory enquiries, unless the customer has accepted that the information may be disclosed. ACN may always disclose the customer's name, address and number when it is required by law or other regulation, for instance at the request of emergency services.
- 3.1.5 If the customer uses the ACN Digital Phone Service for incoming as well as

outgoing calls the customer triggers data traffic for which he/she may have to pay any fees agreed with his/her high speed internet provider.

- 3.1.6 In cases of planned interruptions in the ACN Digital Phone Service due to software, equipment or network upgrades ACN will inform the customer of such unavailability with at least 24 hours notice by posting a note to this effect on ACN's customer portal. ACN will limit the number of such interruptions to 8 per year, with a maximum duration of 40 hours. ACN will endeavour to schedule such interruptions at times that are less inconvenient to the customer.

### 3.2 ACN Digital Phone Service with ACN Equipment

ACN will offer its ACN Digital Phone Service with ACN Equipment. The ACN Equipment will only function in connection with the ACN Digital Phone Service.

## 4. Conditions to access the Service

### 4.1 Conditions to access the Service

- 4.1.1 The customer places his order for ACN Digital Phone Service online. Before placing an order the customer must read and accept General Terms and Conditions, ACN Price List and ACN AUP.
- 4.1.2 ACN confirms the acceptance of the customer's order in the order confirmation sent to the customer via email to the address indicated by the customer.
- 4.1.3 The order confirmation together with documents required by law will be sent to the customer to the address indicated by the customer.
- 4.1.4 The current General Terms and Conditions, ACN Price Lists and ACN AUP can be viewed and downloaded at any time from ACN public website via [www.myacn.eu](http://www.myacn.eu).
- 4.1.5 The provision of the ACN Digital Phone Service shall be governed solely by these General Terms and Conditions.
- 4.1.6 The ACN Digital Phone Service is intended for residential and private use only. The ACN Digital Phone Service is not intended for nomadic use. This means that the Service is only intended to be used at the registered address. The ACN Digital Phone Service is expressly not intended for professional use or telecommunication services such as teleshops, operator activities, telemarketing organizations, prepaid card providers, call centre operations, voice service provision and reselling to 3rd parties.
- 4.1.7 The customer may not have simultaneous connections to the ACN Digital Phone Service (using different accesses and /or devices).
- 4.1.8 The customer authorises ACN, to take all necessary steps, including any interaction with other operators, to provide the ACN Digital Phone Service.

### 4.2 Functions and functionalities

- 4.2.1 ACN provides the following services under the ACN Digital Phone Service:
  - 4.2.1.1 Itemized billing - this function enables the customer to choose between different specifications of the invoice. For further information, please contact ACN Customer Service;
  - 4.2.1.2 Call barring - this feature enables the customer to bar certain types of outgoing calls such as premium rate calls. Such barring, however, does not prevent calls to the emergency service 112. The customer can activate and deactivate barring via [www.myacn.eu](http://www.myacn.eu);
  - 4.2.1.3 Adult foreign call barring - ACN has automatically barred calls to a number of specific countries and destinations with premium call rates (adult foreign call barring). The group of countries to which calls are automatically barred is amended on a regular basis without prior notice. ACN is not responsible for any failure to update or delay in updating the adult foreign call barring.

## 5. Customer's obligations

- 5.1 All invoices for all services and equipment are due and payable within the payment period indicated on the invoice. The customer is responsible for all usage of the ACN Digital Phone Service from his assigned phone number. Customer is also responsible for unauthorised use due to customer's negligence. In the event that the customer receives information that the Service is being used unauthorised, the customer shall promptly inform ACN in accordance with point 5.7. Until such notification, the customer is responsible for any use.
- 5.2 The customer shall follow any instructions that ACN may communicate about the ACN Digital Phone Service. In this respect, ACN may request access to the customer's premises for the purpose of installing the ACN Digital Phone Service.
- 5.3 The customer shall regularly check his/her ACN Account on ACN's customer portal for any notifications addressed by ACN.
- 5.4 The customer must promptly notify ACN if the Original CLI or the address associated with that CLI is changed in order for the ACN Digital Phone Service to function.
- 5.5 The customer shall promptly notify ACN of any changes to his/her personal data including applicable email address that is necessary for the provision of the Services. The customer must update such information online on the customer's ACN Account.
- 5.6 The customer shall not use, or authorise a third party to use, the ACN Digital Phone Service or the ACN Equipment:
  - 5.6.1 for the transmission of any material which is defamatory, offensive, abusive or of any obscene or menacing character; or
  - 5.6.2 in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including, but not limited to, the rights of copyright or confidentiality); or
  - 5.6.3 in a manner which allows third parties to interfere with or corrupt the ACN Digital Phone Service in anyway; or
  - 5.6.4 in any other way which is in breach of applicable Polish legislation including especially telecommunications legislation.
- 5.7 The customer shall notify ACN immediately, by calling ACN Customer Service on +48 22 203 0318 or through the contact e-mail [polska.cyfrowa@myacn.eu](mailto:polska.cyfrowa@myacn.eu), if the customer becomes aware that his/her ACN Equipment has been stolen, or that the Service is being fraudulently used or otherwise being used in an unauthorized manner. When the customer reports, he/she must provide his/her ACN Account number and a detailed description of the circumstances of the theft, fraudulent or unauthorized use of the Service. The customer shall be liable for any loss arising

from such theft or fraudulent or unauthorised use in accordance with the ordinary principles of Polish law, if the customer has acted negligent, or if the customer has failed to immediately notify ACN of any suspected theft or suspected fraudulent or unauthorised use.

- 5.8 The customer shall indemnify ACN from and against all direct damages which ACN may suffer arising out of or in connection with any breach of his/her obligations under the Agreement or his/her misuse of the ACN Digital Phone Service.

## 6. Invoicing

- 6.1 The customer will receive electronic invoices and ACN will send a monthly notification to the customer by email free of charge. The notifications will be sent to the email address provided by the customer when ordering the Service, stating that the invoice for the Service is available on his/her ACN Account. A link giving direct access to the invoice will be included in the email. The customer can, at any time, via the ACN's customer portal change the email address to which the electronic invoice notifications should be sent. The ACN's customer portal is available via [www.myacn.eu](http://www.myacn.eu). If a customer changes his email address and does not update this new address via the ACN's customer portal, ACN will continue to send the invoice notification to the original email address and payments will keep being made according to the method of payment chosen by the customer. ACN is not responsible if the invoice notification email is not received due to the customer's email account being full, if the email is "captured" by a spam or virus filter or the email address is no longer active or similar circumstances.
- 6.2 The customer is admitted access to the ACN's customer portal through a unique username and password. The username and password is included in the order confirmation email sent to the customer subsequent to the customer's initial order.
- 6.3 All invoices are available on the ACN's customer portal for 12 months from the date of issuance and remain accessible to the customer 24 hours a day, 7 days a week in a common electronic format.
- 6.4 The invoices for the ACN Digital Phone Service are supported by an electronic certificate to guarantee the authenticity of their origin and content.
- 6.5 Upon written request of the customer, ACN will send the customer a paper invoice to the address provided on the online order submitted by the customer.
- 6.6 Upon written request of the customer, ACN will send an itemised invoice, either paper and/or electronic.
- 6.7 The monthly invoice will show which payments must be made in advance and which must be paid in arrears. ACN will invoice all recurring charges for the ACN Digital Phone Service monthly in advance. ACN will invoice all other charges, such as those based on usage, monthly in arrears.

## 7. Methods of payment

- 7.1 When placing an order online the customer has the possibility to choose the method of monthly payment by selecting either direct debit or credit/debit card. If the customer chooses to pay by direct debit, he/she must print from the ACN's customer portal and fill in the direct debit mandate and send the original to ACN to the following address ACN Communications Polska sp.z o.o., at Ul. Grabiezyńska 251 a, 53-234 Wrocław, Polska. If the customer fails to send such authorization, the Agreement will be cancelled.
- 7.2 If direct debit is chosen, the amounts due by the customer to ACN will be debited from the customer's bank account within 10 days of the date of the invoice.
- 7.3 The customer can, at any time, change the chosen method of payment via the ACN's customer portal. The new method of payment will then replace any prior payment arrangement for all subsequent invoices. If the customer chooses direct debit as a new method of payment, then the procedure described in point 7.1 second and third sentence shall be applicable respectively.
- 7.4 If neither payment by direct debit nor credit/debit card is used, ACN may invoice the customer any fees that arise as a consequence of other methods of payments that are used. Details regarding such fees are available on the ACN Price List.
- 7.5 Any rejected automatic or revoked payments are subject to an administrative fee as detailed on the ACN Price List.

## 8. ACN Charges and Payment

- 8.1 All charges related to the Service are charged in accordance with the current ACN Price List available on ACN's website located at [www.myacn.eu](http://www.myacn.eu).
- 8.2 ACN will request an authorisation from the customer's credit/debit card in order for a purchase order of ACN Equipment to be accepted. ACN will issue an invoice and charge the customer's credit/debit card on the same day that the ACN Equipment is shipped to the customer. A notification of this will be sent to the customer by email as per Section 6.
- 8.3 If the customer chooses to pay for ACN Equipment by direct debit but the direct debit is rejected by the customer's bank, ACN will notify the customer that he/she has 14 calendar days from the receipt of the notification to pay by credit card online. If the customer fails to pay within this 14 calendar day period, ACN will suspend the shipment of the ACN Purchased Equipment. If the shipment of the ACN Equipment has already occurred, ACN will request the return of the Equipment, and the Agreement will be automatically terminated.
- 8.4 All Charges are inclusive of VAT at the then applicable rate as per the ACN Price List.
- 8.5 Invoices which are not entirely or partially paid when due shall trigger the application of a late interest. The late interest will be charged from the due date and until payment is effected at legal interest rate + 2%. ACN is also entitled to have all collection and recovery costs reimbursed by the customer. ACN will provide the customer with a reminder by email if payment has not been made in due time.
- 8.6 In the event the customer fails to make payment by the due date, ACN shall be entitled to compensation for payment reminders and collection charges in addition to penalty interest.

## 9. Service quality

- 9.1 ACN will provide the ACN Digital Phone Service within 4 weeks from the date of the receipt by the customer of the ACN Equipment.
- 9.2 ACN shall correct all faults that regard the Service within the 96 hours following the customer's information about such faults except for those cases foreseen in section 9.3 below.
- 9.3 ACN is not responsible for faults in the Service that are outside the control of ACN, for example faults in the Internet connection due to suspension, termination or blocking of broadband or ISP service by an ISP or broadband provider or other third party, disruption of the power supply, network faults, overloads in the network, or other faults that can be related to the customer itself or a third party (including the operator of the public network), actions from authorities, disruption in the providing

of line from third party or force majeure (e.g. natural disasters, war, emergency situations, changes in law or regulation, strike, fire, lightning struck, power outages, flooding or extreme weather conditions) unless this happened due to carelessness from ACN and could have been predicted and reasonably avoided. In the event the customer loses the Service as a result of any of the above, the customer will continue to be responsible for payment of the service charges unless and until the customer terminates the Service in accordance with the Agreement. The customer agrees that ACN is not required to provide the customer any credits or any other form of remuneration for any such disruption of the Service.

- 9.4 If the Service could not be used due to ACN's fault not included in section 3.1.6 - 9.2 - 9.3 or section 10, then the customer is entitled to a compensation consisting in a deduction on the Price for the Service for that month. The deduction will be made for part of the Price that according to the Agreement should have been charged during this period of time. Amounts during an invoice period that are lower than 5 Zlotys will not be deducted. In any case, said compensation will not apply when the fault is consequence of:
- (i) Incorrect or inappropriate use of the Service by the customer; or
  - (ii) Breaching by the customer of the provisions of these Terms and Conditions; or
  - (iii) Damages occurred for using non homologated equipments; or
  - (iv) An administrative or court resolution.
- 9.5 Each party to the Agreement shall be entitled to the compensation for direct damage due to other Party's intentional fault and negligence. Neither of the parties to the Agreement shall be entitled to compensation for indirect damage such as lost profits or other consequential losses.
- 9.6 ACN is not liable for damages caused by content of data, data viruses or suchlike, delay, distortion or loss of customer's data or for the customer's liability in damages to any third party due to the above.

## 10. Service suspension and termination

- 10.1 ACN may, after notification, suspend the Service in the following cases:
- if the customer does not pay upon the due date of any invoice according to the provisions of article 7.1. In such case ACN shall send to the customer a call for payment by an email or a letter. If the payment is still not made following the receipt of the call for payment, ACN shall have a right to suspend the Service after the resultless laps of 10 days period following the second written notification to this respect;
  - if ACN has reason to suspect the customer of fraud or attempt of fraud in relation with the use of the Service;
  - if ACN becomes aware of an alleged violation of the Agreement or any part thereof by the customer. In such case, ACN will initiate an internal investigation. During the investigation ACN may restrict the customer's access to the Service. If ACN determines, as a result of such internal investigation, that a customer has made excessive use of the Service, ACN may transfer such customer from their current calling plan to another appropriate calling plan of ACN's choice. If the customer generates an amount of traffic that is significantly above what is defined as average customer usage in the AUP this is deemed as excessive use. A change of the customer's calling plan affecting the customer will be notified to the customer with details of the new calling plan with associated ACN Price List and will take immediate effect upon receipt of such written notice from ACN. Upon receipt of such written notice, the customer may also elect to terminate the Agreement upon 14 days notice to ACN.
- 10.2 If the ACN Digital Phone Service is suspended, ACN will, upon request, inform the customer what needs to be done before the ACN Digital Phone Service can be reinstated. The customer will reimburse ACN all reasonable costs and expenses incurred by ACN in the implementation of the suspension and/or subsequent reinstatement of the Service. ACN is not responsible for any losses/injuries if the customer's line is suspended or for any costs for reconnection with another operator after termination.

## 11. Service Contract duration and termination

- 11.1 The Agreement is concluded for an initial period of 12 months and is effective when ACN has confirmed to the customer the customer's order via order confirmation email ("Initial Period"). After the expiration of the Initial Period, the Agreement is automatically renewed for an indefinite period. The customer can cancel the Agreement at any time by giving at least 30 days notice to ACN.
- 11.2 If the customer cancels the Agreement prior to the expiration of the Initial Period or, in case of cancellation by ACN during the Initial Period due to customer's fault or complying with the provisions of the Agreement, the customer shall immediately pay to ACN all charges for the ACN Equipment as well as any monthly recurring charges due to the end of the Initial Period. The charge remaining for the ACN Equipment as well as all the monthly recurring charges due to the end of the Initial Period become due as of such cancellation and shall be paid by the customer within 10 days thereof.
- 11.3 ACN is entitled to terminate the Agreement when payment of an invoice has not been made or in case of violation by the customer of the Agreement, no less than 10 calendar days following the suspension of the Service according to section 10, if the breach remains uncured.
- 11.4 Without prejudice to articles 11.1, 11.2 and 11.3 and to the other provisions of the Agreement, ACN may suspend and/or terminate the Agreement at any time and to the maximum extent permitted under Polish law:
- 11.4.1 if the customer is in material breach of the Agreement and fails to remedy such breach within a reasonable time after having been notified in writing to this effect;
  - 11.4.2 if the customer fails to give adequate written notice of a change of information provided by customer, e.g. name, address or change of payment related matters etc., at least 14 days prior to this effect;
  - 11.4.3 if the customer's behaviour compromises the stability, security, or operability of the Service;
  - 11.4.4 if the customer in any way misuses the Service or deliverables from ACN;
  - 11.4.5 if the customer uses the Services in conflict with applicable regulation; or
  - 11.4.6 when, as a precaution in circumstances where usage of the Service indicates excessive or uncharacteristic usage, as determined by ACN in accordance with the AUP and the customer in accordance with 10.1 has been suspended prior to termination.
- 11.5 ACN may suspend the ACN Digital Phone Service or terminate the Agreement upon reasonable notice to the customer, if ACN is obliged to do so in order to comply with an order, instruction or request of government, an emergency service organisation or other competent authority, or ACN ceases to be able to supply the

- ACN Digital Phone Service due to any cause beyond its reasonable control.
- 11.6 On termination of the Agreement, for whatever reason, ACN shall send the customer a final invoice and shall, if applicable, reimburse the customer with any outstanding credit balances due to the customer or charge the customer with remaining ACN Equipment charge.

## 12. Data protection

### 12.1 Data protection

- 12.1.1 ACN will process certain data about the customer. These data include the customer's personal data such as the customer's name, address and date of birth and data related to payment method and traffic data such as the customer's number, the numbers called, the date, the duration, time and extent of the calls, the network which the communication originates from or terminates in and the beginning, end and duration of a connection for billing purposes. Further ACN will process the above data in order to provide the Services, to perform its legal or statutory obligations, for file maintenance as well as to market ACN's products and services if accepted by the customer.
- 12.1.2 The customer hereby consents to and agrees that the personal data indicated in 12.1.1 above will be processed by ACN as data controller for purposes connected and aimed at the setting up, performance and management of the contractual relationship between the customer and ACN, for the purpose of providing the ACN Digital Phone Service and for the purpose of the management of ACN's operations, of its marketing/sales structure and of the relationships with its independent sales representatives, and in order to fulfil the obligations provided by the applicable laws, regulations, EU legislation and any order or ruling issued by the competent authorities.
- 12.1.3 The customer also consents to that ACN may disclose this personal data in connection with such purposes listed above to data processors for processing purposes, including EU and non-EU group companies (such as ACN Europe B.V. and ACN Inc.) and to ACN's selected carriers and to ACN independent representatives as part of ACN's distribution model. Further, it is also understood that ACN may also legitimately communicate the customer's personal data to the Police, the Army and other public authorities to fulfil the obligations provided by law.
- 12.1.4 To the extent required under Polish law the customer has the right to gain access to the personal data processed, and to object to the processing of the customer's personal data and to rectify such data if relevant.
- 12.1.5 The customer may at any time contact ACN in order to cancel his/her consent granted in connection with subscription or subsequently to the personal data being used for marketing purposes by writing to ACN Customer Service department at the following address ACN Communications Polska sp.z.o.o., at Ul. Grabiszyńska 251 a, 53-234 Wrocław, Polska or at the following telephone number +48 22 203 0318.

### 12.2 Customer directories and 118 directory services

- 12.2.1 The customer may in the future be entered in certain public customer directories (telephone directories etc.). The entry will include the customer's name, occupation, address and telephone number. When possible, the customer's data will also be included in the 118xxx directory services and any other directory services. Such data can be amended by the customer by contacting ACN Customer Service.
- 12.2.2 When this functionality becomes available the customer may via www.myacn.eu elect not to have its telephone number shown in the directory (unlisted number) or elect not to be included in the directory at all (excluded number).

## 13. Resolution of complaints in respect of the Service

- 13.1 ACN will provide the customer the current information with regard to the Service, applicable prices, maintenance and any other useful information for the provision of the Service, through ACN's customer portal located at www.myacn.eu and/or the ACN Customer Service on +48 22 203 0318.
- 13.2 ACN makes available to the customer a telephone customer support service in order to attend the queries, doubts and/or request of information with respect to the Service in working hours from Monday to Friday, from 9 a.m to 17 p.m. through the telephone number +48 22 203 0318. Customer may also address him/her to ACN in writing to the following address: ACN Communications Polska sp.z.o.o., at Ul. Grabiszyńska 251 a, 53-234 Wrocław, Polska or by e-mail to polska.cyfrowa@myacn.eu.
- 13.3 Customer can notify eventual objections or complaints related to the provision of the Service to the ACN Customer Service by telephone +48 22 203 0318 within the following month since customer is aware that the event - object of the complaint has taken place.
- 13.4 ACN will assign a reference number to each complaint that will be communicated to the customer, and will provide the answer to the complaint by the same mean used by the customer to present it. If ACN requires further information from the customer, ACN will promptly initiate contact.
- 13.5 No customer complaints, not even those related to invoicing, will entitle the customer to reject the payment of any pending invoices or invoices to be issued, with no direct relation with the object or sense of the complaint, without prejudice to the future resolution of the complaint submitted by the customer.

## 14. Right of withdrawal in respect of the Service

- 14.1 Customers have a right to cancel the Agreement as regards the Service (right of withdrawal).
- 14.2 When subscribing online to ACN Digital Phone Service, the customer has 10 calendar days from the day of the Agreement's Execution to exercise her/his right of withdrawal without giving reasons and paying penalties. In order to exercise this right of withdrawal the customer has to send written notification to ACN's Customer Service department at the following address: ACN Communications Polska sp.z.o.o., at Ul. Grabiszyńska 251 a, 53-234 Wrocław, Polska. If the customer sends the written notification before the end of the withdrawal period, it is considered as sufficient.
- 14.3 The customer will not benefit from his/her right of withdrawal as regards the Service in case he/she, after receiving the necessary ACN equipment, expressly requests activation of the Service prior to the expiration of the 10 calendar day deadline referred to in 14.2.

## 15. Miscellaneous

- 15.1 Customer may assign to a third party the Agreement with the prior written consent of ACN. On the other hand, ACN may assign or modify, in whole or in part, the technical, contractual or financial conditions of the Agreement by important legal

reasons, technical reasons or changes occurring in the provision of the Service, to the detriment of the customer. In such case, ACN shall inform the customer of such assignment or modification with at least 1 month written notice. The customer may terminate the Agreement without cancellation charge/penalty with 14 days notice as from delivery of the written notice. If the customer fails to terminate the Agreement as described above, the customer shall be deemed to have accepted the assignment or modification.

- 15.2 The Agreement shall be construed in accordance with and governed by Polish law.
- 15.3 The clause headings in the Agreement are for reference purposes only and are not intended to be taken into account when interpreting the clauses of the Agreement.
- 15.4 The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of the remainder hereof.

## 16. Specific articles relating to ACN Equipment that has been purchased in full or in instalments.

### 16.1 Delivery of purchased ACN Equipment

- 16.1.1 ACN will deliver the purchased ACN Equipment within 30 days of a correctly completed order being received via ACN's online order entry system. In case the chosen ACN Equipment is unavailable for whatever reasons, ACN will promptly, but not later than within 30 days from the Agreement's Execution, inform the customer by email to the email address provided by the customer at the time he/she placed the order about the fact of the unavailability of his chosen ACN Equipment. In such circumstances ACN may instead provide the customer with substitute equipment of an equal quality, designation and price. Should that be the case ACN shall inform the customer in writing that he may either accept the substitution, or terminate the Agreement in writing and obtain the reimbursement of the remuneration already paid. Such termination shall trigger the automatic termination of the Agreement.
- 16.1.2 Transfer of risks relating to the purchased ACN Equipment will pass to the customer upon delivery of the ACN Equipment at the customer's address provided in the initial order form.

### 16.2 Right of withdrawal for ACN Equipment that has been purchased

- 16.2.1 When purchasing ACN Equipment, the customer has 10 calendar days from the day the equipment is received to exercise his right of withdrawal without giving reasons and paying penalties. In order to exercise this right of withdrawal the customer has to send written notification to ACN's Customer Service department at the following address: ACN Communications Polska sp.z.o.o., at Ul. Grabiszyńska 251 a, 53-234 Wrocław, Polska. If the customer sends the written notification before the end of the withdrawal period it is considered as sufficient. When exercising the right of withdrawal the customer shall immediately and no later than within 14 days from the day of exercise of the withdrawal right return the ACN Equipment. If the customer wants a proof of its timely withdrawal, the customer can send the letter by recorded delivery and keep the receipt.
- 16.2.2 The customer may, at his/her own choice, either return the ACN Equipment directly to the following address ACN Europe c/o BNS Data Logistics BV, Hagenweg 7B, 4131 LX Vianen, The Netherlands at his/her own costs, or the customer can call ACN Customer Services on +48 22 203 0318 to obtain a returned merchandise authorisation (RMA) for returns free of charge, in accordance with 16.3.4.
- 16.2.3 All refunds for purchased ACN Equipment will be paid back to the customer within 14 days from the date of the reception of the withdrawal notification.
- 16.2.4 If ACN does not receive the ACN Equipment from the customer within 14 calendar days from the withdrawal date, ACN will charge the customer's credit/debit card the full retail price for such equipment as per the current ACN Price List available at www.myacn.eu, before applying any refund.
- 16.2.5 In the event that the customer has returned the purchased ACN Equipment under this article 16.2.1, and the Equipment is found to be damaged the customer may receive only a partial refund.
- 16.2.6 The withdrawal as provided herein shall automatically cancel the Agreement.

### 16.3 Warranty of purchased ACN Equipment.

- 16.3.1 In the event the ACN Equipment is not compliant with the Agreement (within its sage capabilities i.e. fit for service purpose) at the time of delivery, the customer might demand to have the ACN Equipment, free of charge, repaired or exchanged to a new one, unless the repair or exchange would be impossible or require excessive costs. Non-compliance of the ACN Equipment with the Agreement shall be understood and appraised pursuant to the Consumer Sale Act and refers strictly to the ACN Equipment as such. Should the repair or exchange be impossible or require excessive costs or ACN could not conduct any of these within a reasonable time or the repair or exchange would expose the customer to an excessive inconvenience, the customer shall be entitled to demand price abatement or to cancel the Agreement. However the customer might not cancel the Agreement if the non-compliance with Agreement is immaterial. The customer loses all the above mentioned entitlements, if he does not inform ACN about the non-compliance of the ACN Equipment with the Agreement within two months from discovery of this non-compliance. If the customer sends the letter before the end of this period it is considered as sufficient.
- 16.3.2 However, ACN shall not be responsible for any damage caused by normal wear and tear or as a result of the ACN Equipment being opened or repaired by someone not authorized by ACN, and does not cover damage caused by misuse, moisture, liquids, proximity or exposure to heat and accident, abuse, non-compliance with the instructions supplied with the ACN Equipment, or neglect. Neither shall ACN be responsible for the physical damage to the surface of the ACN Equipment and/or any other acts or situations for which the customer is responsible.
- 16.3.3 All returns of ACN Equipment must be in the original or similar suitable packaging and with all its original contents.
- 16.3.4 In order to return any equipment to ACN, the customer must obtain a returned merchandise authorisation (RMA) number from ACN by calling ACN Customer Services on +48 22 203 0318 and return the ACN Equipment to the address provided by ACN. Any purchased ACN Equipment returned to ACN without prior authorization (RMA number) for its return may be refused by ACN. Failure to follow these procedures will prevent the customer from receiving any refund for the ACN Equipment.
- 16.3.5 ACN will not cover replacement for damaged, lost, stolen or modified equipment. Any equipment returned by the customer that is not non-compliant with the Agreement within the meaning set out in section 16.3.1 may be refused by ACN, and the customer will be responsible to pay return shipping charges.
- 16.3.6 If any ACN Equipment is sent back to ACN without a RMA authorisation as specified in article 16.3.4, the ACN Equipment will be returned "as is" to the customer at his/her own costs.