

TELEARENA OPERATOR'S TERMS

§ 1. DEFINITIONS

1. **Subscriber** – an entity that the operator signed the agreement with.
2. **FreecoNet** – public limited company based in Gdańsk at Ofiar Grudnia'70 40/6 Street, 80-180 Gdańsk, Tax ID 583-304-27-23, KRS 0000313046.
3. **Gateway** – the Internet dependent device that allows executing calls through VoIP technology in the Operator's System.
4. **Offer** – a description of services, their technical parameters, payments for services and their deadlines; the offer is located at www.telarena.pl
5. **Operator** – the entrepreneur operating under the name "XXXXXXXX" a limited liability company based in XXXXX, St., 00-000 XXXX, Tax ID, KRS, signed into the register of telecommunication business under number
6. **Payment** – any amount due to Operator for providing the Service.
7. **Terms of use** – specifies the scope and conditions of providing the Service.
8. **System** – transmission systems and commutation or rerouting devices, as well as other resources that enable broadcast, reception or transmission of signals.
9. **Agreement** – the contract for the provision of services between Subscriber and the Operator, concluded on the basis of FreecoNet Terms available at www.freeconet.pl / regulations / xxx.
10. **FreecoNet Agreement** – binding contract between Subscriber and FreecoNet, concluded on the basis of FreecoNet Terms available at www.freeconet.pl / regulations / xxx.
11. **TeleArena Agreement** – binding contract between Subscriber and FreecoNet, concluded on the basis of TeleArena Terms available at www.freeconet.pl / regulations / xxx.
12. **Service** – compilation and processing connections that allow two-way communication in real time.

§ 2. APPLYING TO THE AGREEMENT

1. The Agreement is concluded upon receiving or sending (through the Operator's Gateway) a message initiating a call made to or by Subscriber.
2. The Agreement is terminated upon receiving or sending (through the Operator's Gateway) a message ending a call made to or by Subscriber.
3. Upon conclusion of the Agreement the Subscriber states to have read the Terms and the current Offer, which are an integral part of the Agreement, and that he accepts the conclusion of their provisions.
4. The conclusion and implementation of the Agreement by the Operator is dependent on the existence of legal and technical ability to provide the Service to the Subscriber.

§3. TERMINATION OF THE AGREEMENT

The Operator can terminate the Agreement immediately, which is equivalent to the termination of the connection, only if the Subscriber:

- a) act of omission or intended action causes or may cause damage to the Operator's System, or to any other third parties involved,
- b) does not comply with provisions of the Terms or generally applicable laws.

§4. OPERATOR'S LIABILITY

1. The Operator is liable for failure or improper implementation of the Agreement only to the extent of provisions of the Terms and generally applicable laws.
2. The Operator is not liable if the failure or improper performance of the Agreement is due to force majeure, an act of omission by a third party (for which the Operator is not responsible), act of omission by the Subscriber (or the person for whom the Subscriber is liable), or when the Subscriber does not comply with provisions of the Terms and generally applicable laws.
3. The Operator does not take responsibility for lost benefits of the Subscriber.
4. The Operator does not take responsibility for incorrect configuration of the Service performed by the Subscriber.
5. The Operator is not liable for the content provided by the Subscriber during a call due to the fact that it does not initiate the transmission, does not select the receiver of such content as well as cannot delete or modify the content which is subjected to transfer. Operator's disclaimer referred to above, also includes automatic and short-term transitional storage of the content transmitted by the Subscriber. The data is not kept any longer than it is normally necessary to complete the transmission.
6. The Operator is not required to verify the data transmitted, stored or shared by the Subscriber.
7. In accordance with applicable laws and regulations the Operator ensures telecommunications secrecy, in particular regarding the confidentiality of information transmitted when using the Service, Subscriber's personal information, circumstances and nature of calls. Confidentiality also includes information about the Service provided to the Subscriber. The disclosure of confidential information covered with telecommunications secrecy is allowed only in situations required by law.
8. The Operator will collect in its database and process data contained in the Subscriber's Agreement in accordance with the Law on Protection of Personal Data. The Subscriber is entitled to access his personal data and correct it if needed, as well as the right to object using his personal data for marketing purposes or transferring them to another administrator.

§5. PROVIDING THE SERVICE

1. The Operator obligates to provide the Service bought by the user in accordance with the current FreecoNet Offer at no additional charge.
2. The Operator provides the Service through the Gateway's port connected to the Internet. The Operator is not liable and does not guarantee the transmission parameters via the Internet, between Gateway and Subscriber's terminal.
3. The Operator can stop or substantially reduce the supply of the Service, as well as change the Terms of its provision for a period not longer than 36 hours, if there are reasonable circumstances that prevent continuous provision of the Service in the event of system failure, situations of high risk or the need for protect the integrity of the Operator's System.

§6. SERVICE STATION AND COMPLAINTS

1. The Operator indicates FreecoNet as an entity being responsible for undertaking the complaint proceeding and maintenance of the Service. The Subscriber accepts this indication and is committed to address complaints and notifications about the Service exclusively to FreecoNet. In this respect the Operator declares to have an appropriate agreement signed with FreecoNet.
2. The Subscriber declares that the course of complaint proceeding is well known to him and has to accept it in a separate agreement between the Subscriber and FreecoNet.
3. The Subscriber agrees to limit the compensation liability of the Operator (for fail or improper performance of the Agreement) to the Payment arising from the implementation of the Agreement only.

§7. CONTACT

1. The Operator indicates FreecoNet as an entity being responsible for conducting correspondence related to the Service. The Subscriber accepts this indication and is committed to address the correspondence to the FreecoNet. In this respect the Operator declares to have an appropriate agreement signed with FreecoNet.
2. The Subscriber declares that all forms of contact and the course of conducting correspondence is well known to him and has to accept it in a separate agreement between the Subscriber and FreecoNet.

§8. APPLYING TO THE TERMS

1. Any changes to Terms and Offer will be published at www.telarena.pl at least 7 days prior to applying them.
2. Provided that the Subscriber approves certain provisions of Terms and Conditions may be modified in separate regulations of special offers.
3. Terms of use are valid till 1st of January 2009.

§9 SUBSCRIBER'S STATEMENTS

1. The Subscriber agrees to accept the Agreement in electronic form and declares that it has been clear, understandable and profound with all the required information, in particular:
 - a) activities that make up the technical procedure for the conclusion of the Agreement,
 - b) legal consequences of the Agreement,
 - c) ethical codes applied by the Operator as well as their availability in electronic form,
 - d) relevant properties of the Service including possible risks associated with the use of the Service,
 - e) payments and their principals,
 - f) course of complaint proceeding and servicing.
2. The Subscriber declares that he had obtained Terms and Offer free of charge and got familiar with their content in details before concluding the Agreement.
3. The Subscriber declares that he will not use the Operator's System in order to transmit illegal contents.
4. The Subscriber declares that he is obliged to both FreecoNet and TeleArena Agreement.
5. The Subscriber declares that while using the Service he will apply only to the telephone number to which he is legally entitled to. Subscriber releases Operator from any liability, if as a result of using faulty telephone number (in particular, to which the Subscriber did not have legal title) the rights of third were violated, in particular when damage was done. In this case, the Subscriber undertakes to enter into the process in place of the Operator not later than within 7 working days from notifying the Subscriber by the Operator.

§10 FINAL CONSIDERATIONS

In case when disputes cannot be settled through mediation or by the decision of the Arbitration Court, the parties shall submit to a competent court of the Operator's main office.