
FreecoNet regulations



- §1. **DEFINITIONS**
 - §2. **CONCLUDING THE AGREEMENT**
 - §3. **TERMINATION OF THE AGREEMENT**
 - §4. **SUSPENSION OF SERVICES**
 - §5. **FRECO.NET'S LIABILITY**
 - §6. **PAYMENT**
 - §7. **SETTLEMENTS**
 - §8. **PROVISION OF THE SERVICE**
 - §9. **COPYRIGHT**
 - §10. **SERVICE STATION**
 - §11. **COMPLAINTS**
 - §12. **CONTACT**
 - §13. **APPLYING TO THE TERMS**
 - §14. **USER'S STATEMENTS**
 - §15. **FINAL CONSIDERATIONS**
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FRECONET'S TERMS

§ 1. DEFINITIONS

1. **FreecoNet** – Aiton Caldwell public limited company based in Gdańsk at Lipy 3 Street, entered in the Register of the National Court Register by the District Court North Gdańsk in Gdansk, Department VII of the National Court Register under KRS number 0000313046, share capital 1 002 273 PLN paid in full, entered into telecommunications entrepreneurs register under number 8085th.
2. **Account** – virtual user account, accessible through the User's Panel, used to make payments in Polish zloty, which are spent on the use of services provided by FreecoNet.
3. **Offer** – any amount due from you on the basis of the Rules or offers.
4. **Payment** – any amount due to FreecoNet from the user on the basis of the Rules or offers .
5. **User's Panel** – personalized website that allows configuration of the Services.
6. **Platform** – set of hardware and software necessary to perform the Services.
7. **Terms of use** – this Regulation, stating the terms and conditions of the Services.
8. **Monthly usage** – Fees payable FreecoNet value from User for services provided in a calendar month, with no tax on goods and services.
9. **Agreement** – contract for the provision of Services entered into by you with FreecoNet in electronic form through the acceptance of the Regulation.
10. **Services** - activities performed by FreecoNet to the user and facilities from which the User can make the use f on the basis of the Regulation, for which the User is obliged to pay fees.
11. **User** – entity, which has been concluded and the Agreement remains in force.

§2. CONCLUDING THE AGREEMENT

1. Upon electronicall conclusion of the Agreement the User accepts the offer, and between FreecoNet and the User Agreement is concluded, the conditions and offer are an integral part.
2. Agreement is concluded for an indefinite period.
3. Upon conclusion of the Agreement FreecoNet is committed to provide the Services to the User and the User agrees to make payments for the use of the Services in accordance with the current offer. Current offer, including in particular the costs of maintenance of services, please visit <http://www.freeconet.pl/en/>
4. Conclusion and implementation of the Agreement by FreecoNet is dependent on the existence of technical ability to provide the Services to the User by FreecoNet in your location.

§3. TERMINATION OF THE AGREEMENT

1. The agreement expires after 3 calendar months from the date on which the Account balance has become and remains negative. The user will be informed about the account's balance by FreecoNet at least once a month by e-mail to the email address indicated in the User's User Control Panel.

2. The agreement may be terminated by FreecoNet, by written notice, with one month's notice, effective at the end of the month. Denunciation shall contain the reason for justifying.
3. The Agreement may be terminated by FreecoNet immediately without a notice, if the User:
 - a) provided false information or made a false statement,
 - b) act of omission or intended action causes or may cause damage to the functionality of Platform's integrity, or to any other third parties involved,
 - c) by negligence or action violates the provisions of the Rules or generally applicable law, after notice to cease violations of the User or to remove their effects and the expiry of any user for this purpose an additional term.
4. Agreement may be terminated by the user, by written notice, with one month's notice, effective at the end of the month. Denunciation shall contain data identifying the user, in particular, a unique name (login) the access to the User Control Panel.
5. If the User funds on the Account on the date of termination are unused, then they are returned to the user's bank account. In the case of correction by the Operator from user's fees, user's bank account is considered the revised amount no earlier than the date of receipt by the Operator, signed by you copy of the memo issued by the Operator, and no later than within seven working days from receipt of the signed invoice. The user is not entitled to interest on the corrected amount. The day on which the Agreement has been terminated or expired, FreecoNet cease providing the Services. On that day the user will lose access to the front office and data contained therein.
6. The contract expires as a result of user's death, User's loss of legal existence who is not a natural person, the expiry of the period for which it was concluded. Upon finding one of these reasons, FreecoNet has the right to discontinue the Services.
7. For the conclusion of the agreement related to the relief granted to the user, the amount of claims for unilateral termination by the user or by the fault of the user FreecoNet before the deadline for which the agreement was executed is equal to the relief granted to the user minus the proportion of its value for the period from conclusion of the agreement until its termination.

§4. SUSPENSION OF SERVICES

1. FreecoNet will summon the user to the infringement of the Rules, the Agreement or generally applicable laws, by circling the appropriate term.
2. FreecoNet is entitled to suspend provision of Services by blocking the feasibility of incoming calls after one calendar month from the time when the balance in the Account become and remained negative.
3. FreecoNet entitled to suspend provision of Services by blocking the feasibility of an incoming call after one calendar month from the date on which the Account balance has become and remains negative.
4. FreecoNet is entitled to suspend provision of Services to any extent, if the User:
 - a) provided false information or made a false statement,
 - b) act of omission or intended action causes or may cause damage to the functionality of Platform's integrity, or to any other third parties involved,
 - c) does not comply with the provisions of the Terms or general applicable law

after notice to cease violations of the User or to remove their effects and the expiry of any user for this purpose an additional term.

5. The suspension of Services continues until termination of the cause for suspension.

§5. FREECONET'S LIABILITY

1. FreecoNet is liable for failure or improper performance of the Contract, unless the failure or improper performance of the Contract due to force majeure or circumstances attributable to the user, in particular the failure to observe with the terms of the Rules or generally applicable laws. Liability concerns FreecoNet injury suffered by the user with the exception of lost benefits. The exemption does not apply to the consumer.
2. FreecoNet does not take responsibility for incorrect configuration of the Service performed by the Subscriber.
3. FreecoNet is not liable for unauthorized use of the Service by anyone other than the user. The user is required to secure at his own expense accounts and access to equipment and systems used by the user to use the Service in such a way that they can use it only to authorized persons, in particular by introducing and preserving the confidentiality of the relevant login and password, the security software before an attack through the network and other IT and physical security.
4. FreecoNet 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. FreecoNet'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.
5. FreecoNet is not required to verify the data transmitted, stored or shared by the User.
6. Selecting by the User the emergency 112 number causes a connection to a specific user-defined unit of rescue FreecoNet based on the location specified by the user. Note: the assistance will only be possible if the location at the User's panel is filled properly (updated), giving the operator of the rescue unit, which was merged, the correct address of the intervention and to have turned the presentation number (CLIP) at the User's panel from which the connection was made.
7. In accordance with applicable laws and regulations FreecoNet ensures telecommunications secrecy, in particular regarding the confidentiality of information transmitted when using the Service, User's personal information, circumstances and nature of calls. Confidentiality also includes information about the Service provided to the User. The disclosure of confidential information covered with telecommunications secrecy is allowed only in situations required by law.
8. The FreecoNet will collect in its database and process data contained in the User's Agreement in accordance with the Law on Protection of Personal Data. The User 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.

§6. PAYMENT

1. The payment is due to FreecoNet in the amount and deadlines specified in the current Offer.
2. The payment is charged from the Account in the amount and deadlines specified in the current Offer.
3. The user is obliged to timely payment of Fees.
4. The user acknowledge that FreecoNet does not guarantees stability of Charges for calls, but guarantees the user the possibility to check the prices before making the call and choose the lowest rate for this connection available to FreecoNet, taking into account the configuration of the User Panel.
5. In the case of correction by the Operator from user's fees, user's bank account is considered the revised amount no earlier than the date of receipt by the Operator, signed by you copy of the memo issued by the Operator, and no later than within seven working days from receipt of the signed invoice. The user is not entitled to interest on the corrected amount.

§7. SETTLEMENTS

1. The User can make contributions to the Account at any time. Balance increase of such deposit accounts at the time of recognition of the amount by FreecoNet's bank deposit.
2. The User, upon recognition of the amount by FreecoNet's bank deposit, receives a VAT invoice for the gross amount equal to the payment made. The invoice will be available for printing in the User's Panel or will be sent to the User by mail.
3. The User authorizes FreecoNet to make out the VAT invoice without the signature of the User and to send invoices electronically to the address given in the User's Panel.
4. The User is not entitled to any interest on funds deposited in the Account.

§8. PROVISION OF THE SERVICE

1. FreecoNet provides services 24 hours a day, 7 days a week.
2. Upon conclusion of the Agreement, the user acquires the right to use the platform, in particular:
 - a) the functionality of SIP Registrar to record owned SIP terminals,
 - b) the functionality of SIP Proxy for compiling calls in VoIP technology with the use of owned SIP terminals,
 - c) the User Panel to conduct independent configuration of Platform Services.
3. Upon conclusion of the Agreement the user gets access to the User's Panel, using which the user can, in particular:
 - a) manage their data collected by FreecoNet,
 - b) manage their SIP accounts on the Platform,
 - c) manage possessed numbering on the Platform,
 - d) manage the way phone calls are implemented on the Platform,
 - e) manage the added services implemented on the Platform, with the provision that access to such services may require the conclusion of separate agreements,

- f) carry on the correspondence with FreecoNet,
 - g) review the settlement with FreecoNet,
 - h) review reports regarding the use of Services,
 - i) make payments for Services.
4. FreecoNet provides services in accordance with quality requirements set out in the documents entitling FreecoNet to provide the Services and in accordance with the standards of ETSI (European Telecommunications Standards Institute) and the IETF (Internet Engineering Task Force), including ETSI Guides (EG), ETSI technical reports (TR), ETSI special reports (SR), European standards (EN), ETSI (ES), ETSI technical Specifications (TS).
 5. FreecoNet in the provision of services makes use of documents published by the ITU-T (International Telecommunication Union - ITU Telecommunication Standardization Sector, which creates high quality standards covering all fields of telecommunications).
 6. FreecoNet provides services for the existing technical possibilities. Current information about the quality of services are published on the website <http://www.freeconet.pl/en/>.
 7. The User configures services and their systems and equipment on their own. If in doubt the user should consult configuration with FreecoNet.
 8. FreecoNet provides services on the port of the platform through which is connected to the platform with the Internet. FreecoNet is not responsible and does not guarantee the transmission parameters over the Internet between the user and the terminal of FreecoNet.

§9. COPYRIGHT

1. User's Panel and other FreecoNet's software, in particular the one installed on the Platform is subjected to copyright protected under the Act of February 4, 1994 on Copyright and Related Rights (Journal of Laws of 1994 No. 24, item. 83 as amended).
2. Any infringement on FreecoNet's copyright is forbidden and may result in criminal and civil sanction.

§10. SERVICE STATION

1. FreecoNet, under its responsibility, leads servicing of the user.
2. FreecoNet performs servicing, particularly in providing information regarding the Agreement, Rules, Offers, orders, it provides users information on services, provides information on current promotions and other offers.
3. Any comments on the operation of services should be made in writing or by email to service@freeconet.pl.
4. FreecoNet provides connectivity with a consultant at the telephone number published on the <http://www.freeconet.pl/en/>.

§11. COMPLAINTS

1. FreecoNet, under its responsibility, runs user complaints. All complaints must be made in writing or by e-mail user with an email address registered in the User's Panel service@freeconet.pl address.
2. FreecoNet is obliged to take action to remove the causes of malfunction of the Service within 48 hours of notification. Malfunction Services will be immediately removed if organizational and technical measures of make it possible.
3. The complaint may relate to the failure to perform or improper performance of Services, failure to comply with guilt of FreecoNet the date of commencement of the Services or the incorrect calculation of charges for the Services.
4. The user receives an acknowledgment of the complaint.
5. The complaint should include:
 - a) the name an surname (name) and address of the user,
 - b) the subject of the complaint and its period,
 - c) the presentation of the circumstances justifying the complaint,
 - d) User's telephone number to which the complaint relates to,
 - e) the user login,
 - f) the amount of damages or other dues, if the user request their withdrawal,
 - g) the bank account number or address right to the payment of compensation or other claims or request for credit against future receivables,
 - h) signature of the user in case of a complaint submitted in writing.
6. Complaints may be filed within 12 months from the date on which the services were performed improperly or were to be made or the date of submission of the invoice. Complaint brought after this date shall not be examined, of FreecoNet shall inform the user.
7. If the claim does not meet the conditions set out in the Regulations, FreecoNet is obliged to inform the user of the need to supplement with a deadline, not less than 7 days and the scope of this supplement, with the instruction that unproper completion of the complaint within a specified time will result in the complaint without a diagnosis. After the expiry the date the complaint is left unexamined.
8. FreecoNet responds to the complaint within 30 days of its submission. If the complaint is not dealt with within 30 days of its submission, it is believed that a complaint was approved.
9. The answer to the complaint should include:
 - a) the establishment of legal basis,
 - b) the decision whether to grant or refuse recognition of the claim,
 - c) for the award of damages - determination of the amount and timing of payment (no longer than 14 days),
 - d) for repayment of other debts - to determine the amount and timing of its return,
 - e) information about the exhaustion of the complaint procedure and law claims in court proceedings, and in addition, if the advertiser is the consumer of the right of redress procedures set out in the Regulations,
 - f) signature of an authorized officer of FreecoNet if the answer to the complaint is written.

10. In respect of non-performance or improper performance of the Services the User is entitled to compensation. For each day of interruption in the provision of services the compensation is 1 / 30 of Monthly Usage for each user having the gap in the provision of services, calculated from the last three months before the occurrence of the break. In case of an interruption which occurred not within three months from the date of the Agreement, the average monthly use is counted as the average of the period from the conclusion of the existence of the break.
11. In case the User will be given the compensation referred to above, the amount will be paid to the User in cash, by bank transfer to the bank account or postal order to the address indicated by the user on the complaint within 14 days of the complaint user, or this amount will be offset against future claims - as requested by the user in the complaint. If there is no indication of complaints by the user in the form of reimbursement, the amount will be refunded to the User.

§12. CONTACT

1. If the specific provisions of the Terms do not state so, all correspondence in relation to the Agreement will be sent to the User by FreecoNet according to its preferences:
 - a) by email at User's address indicated in User's Panel,
 - b) as an announcement in User's Panel.
2. If the specific provisions of the Terms do not state so, all correspondence in relation to the FreecoNet Agreement is received by:
 - a) email at info@freeconet.pl,
 - b) registered mail to the address indicated on page <http://www.freeconet.pl/en/>.
3. Sending correspondence in accordance with the provisions of paragraph 1. and 2. is considered as a declaration of will within the meaning of Article 60 civil code at the time referred to in Article 61 § 2 civil code.
4. The User is obliged to inform FreecoNet every time when changing his personal data, address in particular.

§13. APPLYING TO THE TERMS

1. Any changes to Terms and Offer will be published at <http://www.freeconet.pl/en/> as well as User's Panel at least 30 days prior to applying them.
2. Until the day before the entry into force of amendments you may terminate the Agreement with effect from the date of entry into force of amendments, through the service of notice in writing to FreecoNet. In this case, FreecoNet has no claim for damages, unless the change results from the Rules of the need to adapt to the needs of universally binding law or removal of prohibited clauses. No termination of the Agreement in this manner means unqualified acceptance of all changes in the Rules or the Offer without any reservations.
3. Provided that the User approves certain provisions of Terms and Conditions may be modified in separate regulations of special offers.

4. Terms of use are in force since 29th of June 2011.

§14. USER'S STATEMENTS

1. The User 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) functionality and the way to use User's Panel and Platform,
 - f) payments and their principals,
 - g) course of complaint proceeding and servicing,
 - h) the right to review User's personal data as well as correct or delete it.
2. The User declares that he had obtained Terms and Offer free of charge and got familiar with their content in details before the conclusion of the Agreement and the commencement of the Services.
3. The User declares that the email account indicated by him is in total:
 - a) used only by the User,
 - b) ensure the security of sending messages within the meaning of Article 175 of 16 July 2004 Telecommunications Law,
 - c) free from the mechanisms that prevent FreecoNet from sending messages, which is necessary for the provision of Services, electronic correspondence,
 - d) checked every day, and the correspondence sent to this account read every day.
4. The User agrees for processing of his personal data for the needs arising from the Terms of use, generally applicable law, marketing purposes and commercial information transfer. The User also authorizes FreecoNet to transfer this information to licensed entities, in particular ones that work with FreecoNet in respect with the provision of the Services.
5. The User agrees to submit any information regarding changes to the Regulations, Offer or the Agreement by email to the email address indicated by the User in the User's Panel.
6. The User declares that he has been informed about the right to review his personal data and that he can correct or delete it if he wishes to. Moreover, to the withdrawal of consent to the processing of personal data for marketing purposes and sending of commercial information.
7. The User agrees for an immediate start of providing the Services by FreecoNet (at least 10 days from the date of concluding the Agreement).
8. The User declares that he will not use the FreecoNet's System and in particular the Platform in order to transmit illegal contents.
9. The User declares that while using the Services he will apply only to the telephone number to which he is legally entitled to. The User releases FreecoNet from any liability, if as a result of using faulty telephone number (in particular, to which the User did not have legal title) the rights of third were violated, in

particular when damage was done. In this case, the User undertakes to enter into the process in place of FreecoNet not later than within 7 working days from notifying the User by FreecoNet. If the exemption of FreecoNet from participation in the process will not be possible the User agrees to pay all damages which arose to FreecoNet on this matter.

§15. FINAL CONSIDERATIONS

1. The Agreement is applicable to the Polish law.
2. Without the consent of FreecoNet the User cannot transfer any rights or obligations under the Agreement.
3. Disputes between the User and FreecoNet will be resolved before the competent courts. Disputes between the User being a consumer and FreecoNet may, with the consent of the parties, be terminated amicably through mediation conducted by the President of the Office of Electronic Communication or arbitration proceedings to the President of the Office of Electronic Communication.