



# TERMS AND CONDITIONS OF THE WEBSITE

## TERMS AND CONDITIONS OF ELECTRONIC SERVICES

("Terms and Conditions")

### §1.

1. The Terms and Conditions define the rules for providing services electronically by T-Mobile Polska S.A. (hereinafter: "Provider") using the website available at: [www.t-mobile.pl/biznes](http://www.t-mobile.pl/biznes) (hereinafter: "Website").
2. The Terms and Conditions are regulations referred to in Article 8 of the Act of 18 July 2002 on electronic provision of services (Journal of Laws of 2013, item 1422, as amended).
3. The Terms and Conditions do not include the rules for provision of telecommunication services by the Provider, which are specified in the Provider's telecommunication service regulations.
4. The Provider makes the Terms and Conditions available online free of charge for the Website User.
5. Using the Internet Website and the Services means that the User accepts the terms and conditions specified in the Terms and Conditions as well as the Privacy Policy.

### §2.

1. The Provider provides the services at the Internet address [www.t-mobile.pl/biznes](http://www.t-mobile.pl/biznes), subdivided as:
  - a) information part, where the Provider:
    - presents the offered services by presenting their description, regulations, price lists, articles and services related to their provision and frequently asked questions
    - presents promotions for provided services,
    - presents current and archival press materials about the Provider's activity and its services,
    - enables comparison of available services,
    - presents the service sales network,
    - presents the activity of the Provider,
    - presents job and internship offers,
    - presents affiliate programs,
    - presents separate thematic services;
  - b) self-service part, within which the Provider enables:
    - submitting a complaint by the Subscriber, in accordance with the provisions of the Terms and Conditions of Electronic Service,
    - submitting requests for proposals,
    - submitting cooperation proposals,
    - submitting opinions about the Website,
    - contact in other matters,
    - reporting failures,
    - management of services,
    - using the billing system,
    - submitting trade inquiries,
    - submitting billing inquiries,
    - online assistance,
    - updating and changing data,
    - placing and cancelling a payment order.
2. The rights to the content made available as part of the Website, in particular copyrights, rights to databases, rights from registration of trademarks belong to the Provider or the entities, with which the Provider has concluded relevant agreements.
3. The User may use the materials made available by the Provider through the Website only for authorised personal use.
4. Submitting a request for quotation by filling in a form available at the Website is the first stage leading to conclusion of an agreement.  
The procedure of concluding a contract is specified in particular in the rules of providing telecommunication services.



A person submitting a declaration is informed by the Provider about subsequent stages leading to the conclusion of an agreement.

5. Detailed terms and conditions for provision of services specified on the Website, including conclusion and termination of agreements

6. provided by the Provider are set forth in appropriate regulations.

### **§3.**

1. The services provided in the information part of the Website may be used by any person visiting the website at: [www.t-mobile.pl/biznes](http://www.t-mobile.pl/biznes) (User).

2. The services offered in the self-service part of the Website may be used by the User or the Subscriber of the Provider. The Website Provider may require providing data in order to use the services available in the self-service section.

3. Using the Website is free of charge, unless it is subject to fees determined by the Provider, in particular on the basis of applicable regulations, of which the user or the Subscriber of the Provider is informed before using the Website.

### **§4.**

Information obtained as a result of using the Website is intended solely for the user or the Subscriber of the Provider to whom it has been made available.

The Provider is not responsible for further sharing of information.

### **§5.**

While using the Website, cookies may be installed in the User's or the Subscriber's computer system.

### **§6.**

1. It is forbidden to use the Website in the way that violates the applicable law.

2. The Provider is entitled to suspend access to the Website to the User or the Subscriber who:

- a) uses the Website for purposes inconsistent with its purpose or to the detriment of third parties;
- b) violates applicable law, provisions of the Terms and Conditions or good manners.

### **§7.**

1. The Provider will make reasonable efforts to ensure that using the Website is possible for users of all popular Internet browsers, operating systems, device types and Internet connection types.

However, the Provider does not warrant and is not responsible that any combination of these factors makes the use of the Website possible.

2. Using the self-service part of the Website requires a prior declaration that the User or the Subscriber of the Provider has read the Terms and Conditions and agrees to its content.

3. By using the self-service part of the Website, the User or the Subscriber of the Provider agrees to switch to the encrypted channel using SSL protocol.

4. The Provider reserves the right to interrupt the access to the Website and Services or to deteriorate the quality of access without prior notice to the Users of the Website, in particular due to: the need for repairs or expansion of the ICT System, events affecting the security or stability of the ICT System, for reasons beyond the Provider's control, including force majeure.

5. The Provider shall not be liable for damages resulting from:

- a) technical limitations resulting from the characteristics of hardware or software used in using the Website,
- b) events which the Provider, acting with due diligence, was not able to foresee or prevent,
- c) due to actions of third parties,
- d) force majeure events,
- e) using the Website inconsistently with the provisions of the Terms and Conditions,
- f) loss of data, equipment or system failure or other damage, unless caused by the Provider's sole fault.



#### §8.

1. Complaints concerning the use of the Website should be submitted by Users and resellers via the form available on the Website, and by users to the e-mail address:

[biznes@t-mobile.pl](mailto:biznes@t-mobile.pl).

2. A complaint should include at least: the name, surname and exact address of the complainant, as well as a detailed description and reason for the complaint.

3. Complaints shall be considered immediately upon their receipt, in the order of their receipt.

4. The complainant will be informed about the manner of complaint handling in the manner in which the complaint was submitted or at the address provided in the complaint.

5. Complaints referred to in § 8.1 of the Terms and Conditions are not telecommunication services complaints in the meaning of Art. 106.1 of the Telecommunications Law of July 16, 2004 (Journal of Laws of 2014, item 243 as amended).

#### §9.

For information on the processing of personal data, their protection and the rights of Website Users in relation to the processing of their personal data, please refer to the Privacy Policy located at <https://www.t-mobile.pl/c/polityka-prywatnosci>.

#### §10.

1. The Terms and Conditions are effective as of 1 May 2021.

2. The Agreement concluded through the Website is prepared in Polish.

3. The Provider reserves the right to make changes to the Terms and Conditions, in particular for legal or organisational reasons, including those related to changing the type or scope of Services provided.

4. The User will be informed about amendments to the Terms and Conditions by posting appropriate information on the Website.

5. Any changes to the Terms and Conditions shall become effective upon the posting of the new Terms and Conditions on the Website.

The User is obliged to immediately familiarize themselves with the changes. The User's use of the Website and the Services after the introduction of the changes shall constitute the User's acceptance of the new content of the Terms and Conditions.

6. In matters not regulated in the Terms and Conditions the provisions of commonly binding law shall apply.

7. An integral part of these Terms and Conditions is the Legal Notice and Privacy Policy located in the footer of the Website.