

## Detailed Promotion Terms

### "GigaEmotions - at a lower price"

#### I. General part

##### 1. Promotion Terms and Definitions

- 1.1. The promotion runs from March 8, 2022 to December 31, 2022.
- 1.2. The Promotion may only be used by a New Subscriber who concludes an Agreement for the provision of telecommunications services for a specified period of 24 full Billing Periods with the Operator, covering the Services: 1.2.1. Internet Service, or 1.2.2. Internet Service including the TIDAL Music Service, or 1.2.3. Service Package: Internet Service and Telephone Service, or 1.2.4. Service Package: Internet Service and Telephone Service, including the TIDAL Music Service, or 1.2.5. Service Package: Internet Service and TV Service, or 1.2.6. Service Package: Internet Service and TV Service, including the TIDAL Music Service, or 1.2.7. Service Package: Internet Service, TV Service and Telephone Service, or 1.2.8. Service Package: Internet Service, Television Service and Telephone Service, including the TIDAL Music Service.
- 1.3. Additionally, the New Subscriber concluding the Agreement specified in point 1.2. above, may order other services specified in these Detailed Promotion Terms.
- 1.4. The condition for using this Promotion is the consent in the Promotion Agreement for the verification of payment credibility in KRD BIG SA and the ERIF BIG SA Debtors Register and a positive assessment of the Subscriber's payment credibility by the Operator.
- 1.5. All prices are gross.
- 1.6. All subscription fees apply to one Settlement Period.
- 1.7. New Subscriber - a Subscriber who did not have a valid Service Agreement within the last 30 days preceding the start date of this Promotion and for which a new Agreement is to be concluded. The new Agreement may not be concluded at the same Service installation address where the Service for which the new Agreement is to be concluded was provided during the last 30 days preceding the start of this Promotion.
- 1.8. Promotional Agreement - an agreement on promotional terms specified in these Detailed Promotion Terms.
- 1.9. Operator - Netia SA with its seat in Warsaw at ul. Poleczki 13, 02-822 Warsaw, registered in the District Court for the Capital City of Warsaw, Commercial Court, XIII Division of the National Court Register, under KRS number 0000041649, share capital of PLN 335 578 344 fully paid up, NIP 526-02-05-575, REGON 011566374.
- 1.10. TIDAL Services Partner - TIDAL Sp. z o. o. with its seat in Warsaw, ul. Żyta 59/616, 00-120 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register under the number KRS 0000439203.

Other capitalized terms have the meaning set out in the Regulations for the Provision of Services by the Netia Group Companies and in the Price Lists of individual Services available as part of the Promotion.

#### II. Subscription fees and discounts

##### 1. General provisions 1.1.

- We lower the subscription fees for using the Services, as set out in the tables below.
- 1.2. In the case of ordering the Mobile Service with the transfer of a telephone number from the network of another provider to the Netia Telecommunications Network, it is necessary to consent to the commencement of the service with the use of a temporary number.
  - 1.3. Under the Agreement, the Subscriber is entitled to order a maximum of: 1.3.1. one Telephone Service in the tariff Unlimited for all; 1.3.2. three Mobile Services.

##### 2. Discount for e-

- INVOICE 2.1. We grant a discount for e-INVOICE in the case of selecting an Account in electronic form (e-INVOICES) and making timely payments (receivables received by the Operator by the last day of the payment deadline indicated in the Account) in the amount of PLN 5 per subscription for the Internet Service in each Billing Period, where: 2.2. In the first Billing Period, the discount is granted automatically if you have an active e-INVOICE.
- 2.3. In the next Billing Period, the discount will be granted under the following conditions:
- 2.3.1. active e-INVOICE as at the date of issuing the Bill,
  - 2.3.2. timely payment of the previous Bill.
- 2.4. If e-INVOICE is activated less than 7 days before the end of the Settlement Period, the e-INVOICE discount will be granted in the next Settlement Period.
- 2.5. In the event of resignation from e-INVOICE or failure to make timely payment, the discount will not be applied, and the subscription fee will be increased by PLN 5.

##### 3. Discount for marketing consents

The discount for marketing consents is granted if the Subscriber agrees to all marketing activities proposed by the Operator when concluding the Agreement. The amount of the rebate is PLN 5 for the Service. In the case of a simultaneous purchase of a Service Package, the discount is granted for one of the Services in each Billing Period. If any of these consents are withdrawn, the Subscriber loses this discount. After re-expressing consents, Subscription fees will be charged taking into account this discount as long as all consents are valid.

The maximum increase in the subscription amount after resignation from all discounts granted by the Operator (rebate for e-INVOICE and rebate for marketing consents) may be up to PLN 10.



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## 4. Subscription fees for Fixed Services 4.1. Internet service

Service Variant	Technology	Fee from the 1st to the 3rd Settlement Period with discounts for e-INVOICE and marketing consents (fee without discounts)	Fee from the 4th Billing Period with discounts for e-INVOICE and marketing consents (fee without discounts)
High speed Internet Max 600	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	50 PLN (60 PLN)
High speed Internet Max 1000	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	60 PLN (70 PLN)

## 4.2. Internet service provided in conjunction with the TIDAL Music Service

Service Variant	Technology	Fee from the 1st to the 3rd Settlement Period with discounts for e-INVOICE and marketing consents (fee without discounts)	Fee from the 4th Billing Period with discounts for e-INVOICE and marketing consents (fee without discounts)
High speed Internet Max 600	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	60 PLN (70 PLN)
High speed Internet Max 1000	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	70 PLN (80 PLN)

## 4.3. Internet Service Package with Television in the S Package / S 4K Package variant

Package Variant	Technology	Fee from the 1st to the 3rd Settlement Period with discounts for e-INVOICE and marketing consents (fee without discounts)	Fee from the 4th Billing Period with discounts for e-INVOICE and marketing consents (fee without discounts)
High speed Internet Max 1000 with Television Package S	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	60 PLN (70 PLN)
High-speed Internet Max 1000 with Television S Package 4K	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	65 PLN (75 PLN)

4.3.1. In the case of the Package of Services with Television, a discount on the subscription for the Internet Service is granted, if during the term of the Agreement there is a resignation from the TV Service, the amount of the subscription fee for the Internet Service will be in accordance with point 4.1.

## 4.4. Package Internet service provided together with the TIDAL Music Service and Television in the variant S Package / S 4K Package

Package Variant	Technology	Fee from the 1st to the 3rd Settlement Period with discounts for e-INVOICE and marketing consents (fee without discounts)	Fee from the 4th Billing Period with discounts for e-INVOICE and marketing consents (fee without discounts)
High speed Internet Max 1000 with Television Package S	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	70 PLN (80 PLN)
High-speed Internet Max 1000 with Television S Package 4K	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	75 PLN (85 PLN)

4.4.1. In the case of the Package of Services with Television, a discount on the subscription for the Internet Service is granted, if during the term of the Agreement there is a resignation from the TV Service, the amount of the subscription fee for the Internet Service will be in accordance with point 4.2.

## 4.5. Internet Service Package with Television in the variant Package M / Package M 4K

Package Variant	Technology	Fee from the 1st to the 3rd Settlement Period with discounts for e-INVOICE and marketing consents (fee without discounts)	Fee from the 4th to the 24th Billing Period with discounts for e-INVOICE and marketing consents (fee without discounts)	Fee from the 25th Billing Period with discounts for e-INVOICE and marketing consents (fee without discounts)
High-speed Internet Max 600 with TV Package M	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	60 PLN (70 PLN)	70 PLN (80 PLN)
High speed Internet Max 1000 with Television Package M	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	70 PLN (80 PLN)	80 PLN (90 PLN)
High-speed Internet Max 600 with TV Package M 4K	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	65 PLN (75 PLN)	75 PLN (85 PLN)
High-speed Internet Max 1000 with TV Package M 4K	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	75 PLN (85 PLN)	85 PLN (95 PLN)

4.5.1. In the case of the Package of Services with Television, a discount on the subscription for the Internet Service is granted, if during the term of the Agreement there is a resignation from the TV Service, the amount of the subscription fee for the Internet Service will be in accordance with point 4.1.



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## 4.6. Package Internet service provided together with the TIDAL Music Service and Television in the variant Package M / Package M 4K

Package Variant	Technology	Fee from the 1st to the 3rd Settlement Period with discounts for e-INVOICE and marketing consents (fee without discounts)	Fee from the 4th to the 24th Billing Period with discounts for e-INVOICE and marketing consents (fee without discounts)	Fee from the 25th Billing Period with discounts for e-INVOICE and marketing consents (fee without discounts)
High-speed Internet Max 600 with TV Package M	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	70 PLN (80 PLN)	80 PLN (90 PLN)
High speed Internet Max 1000 with Television Package M	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	80 PLN (90 PLN)	90 PLN (100 PLN)
High-speed Internet Max 600 with TV Package M 4K	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	75 PLN (85 PLN)	85 PLN (95 PLN)
High-speed Internet Max 1000 with TV Package M 4K	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	85 PLN (95 PLN)	95 PLN (105 PLN)

4.6.1. In the case of the Package of Services with Television, a discount on the subscription for the Internet Service is granted, if during the term of the Agreement there is a resignation from the TV Service, the amount of the subscription fee for the Internet Service will be in accordance with point 4.2.

## 4.7. Internet Service Package with Television in the L 4K Package variant

Package Variant	Technology	Fee from the 1st to the 3rd Settlement Period with discounts for e-INVOICE and marketing consents (fee without discounts)	Fee from the 4th Billing Period with discounts for e-INVOICE and marketing consents (fee without discounts)
High-speed Internet Max 600 with TV L 4K package	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	90 PLN (100 PLN)
High-speed Internet Max 1000 with Television L 4K package	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	100 PLN (110 PLN)

4.7.1. In the case of the Package of Services with Television, a discount on the subscription for the Internet Service is granted, if during the term of the Agreement there is a resignation from the TV Service, the amount of the subscription fee for the Internet Service will be in accordance with point 4.1.

## 4.8. Package Internet service provided together with the TIDAL Music Service and Television in the variant L 4K Package

Package Variant	Technology	Fee from the 1st to the 3rd Settlement Period with discounts for e-INVOICE and marketing consents (fee without discounts)	Fee from the 4th Billing Period with discounts for e-INVOICE and marketing consents (fee without discounts)
High-speed Internet Max 600 with TV L 4K package	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	100 PLN (110 PLN)
High-speed Internet Max 1000 with Television L 4K package	PON, HFC, ETTH, IN-ETTH	0 PLN (10 PLN)	110 PLN (120 PLN)

4.8.1. In the case of the Package of Services with Television, a discount on the subscription for the Internet Service is granted, if during the term of the Agreement there is a resignation from the TV Service, the amount of the subscription fee for the Internet Service will be in accordance with point 4.2.

## 4.9. Telephone Service provided together with the Internet Service or the Internet Service with Television Package

Service Variant	Fee from the 1st to the 3rd Billing Period	Fee from the 4th Billing Period
To all, no limit	PLN 0	PLN 10

4.9.1. In the case of a Service Package, a discount for the subscription for the Telephone Service is granted, if during the term of the Agreement there is a resignation from the Internet Service, the subscription fee for the Telephone Service will increase by PLN 20.

## 5. Subscription fees for Additional Services

Service	Subscription fees		Basic service	Remarks
Safe Internet 2	Fee from the 1st to the 2nd Period Billing	Fee from 3. The Settlement Period	Internet	<p>The subscriber has the right to resign from the Safe Internet 2 service at any time after activating the Internet Service without incurring any additional fees. Activating Safe Internet 2 requires downloading an installation file via Netia Online, installing an external entity's software on a computer or mobile device, and accepting the terms of the external entity. Resignation from the Safe Internet 2 Service results in the inability to use the Safe Internet 2 Service under the conditions described in this document.</p> <p>The operator guarantees that the Safe Internet 2 service will be available, unchanged, for a period of at least 6 months from the date of the Agreement. After this date, the Operator has the right to stop providing the service or change the entity supporting the Operator in its provision. The change of entity may mean the need to uninstall current and install new software necessary to use the service. The change of the service provider does not mean the change of the concluded contract.</p>
	PLN 0	PLN 10		



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Giga Recorder Maxi	Charge by 1. full Period Clearing	Fee from the 2nd Billing Period	Television	The subscriber has the right to resign from the Giga Recorder Maxi service at any time after activating the TV Service without incurring any additional fees. In the event of resignation from the GigaNagrywarka Maxi service via the hotline at 801 802 803 or in a Netia showroom, the Subscriber who has concluded an agreement for: - Package M, Package M 4K or Package L 4K may activate the GigaNagrywarka Basic Service for PLN 0 for the remaining period of the Agreement; - Package S or Package S 4K has the option to activate the GigaNagrywarka Basic service for PLN 5 / month. or complete resignation from the Giga Recorder Service.
	PLN 0	PLN 15		
Identification Number	Charge by 1. full Period Clearing	Fee from the 2nd Billing Period	Telephone	The subscriber has the right to resign from the Identification Number service at any time after activating the Telephone Service without incurring any additional charges.
	PLN 0.01	PLN 3.69		

## 6. Subscription fees for Mobile Services

6.1. For the Services listed in point 4.1. - 4.8. above, it is possible to order a Mobile Service with the specification indicated below:

Service Variant	Fee for customers who do not meet the condition from point 6.1.1.	Fee for customers who meet the condition of point 6.1.1.	
	Fee from the 1st full Settlement Period	Fee from the 1st to the 3rd Billing Period	Fee from the 4th Billing Period
STANDARD	20 zły	PLN 0	20 zły
PREMIUM	PLN 25	PLN 0	PLN 25

STANDARD (components: cyclical, unlimited voice calls to national mobile and fixed-line networks, unlimited messages

SMS and MMS to national mobile numbers, as well as a cyclical 2 GB internet package; data transfer limit (GB) in the Euro Zone 2.5 GB);

PREMIUM (components: cyclical, unlimited voice calls to national mobile and fixed-line networks, unlimited SMS and MMS messages to national mobile numbers, as well as a cyclical 12 GB internet package, Internet speed after exceeding the amount of data resulting from the 1 Mbps cyclical package; data transmission limit (GB) in the Euro zone 3 GB);

6.1.1. The fees apply only to customers who transfer (by submitting appropriate applications when ordering the Service) at least one telephone number from the network of another telecommunications service provider to the Operator's Telecommunications Network, while consenting to the commencement of the service using a temporary number. The rules of number portability (MNP) are described in point 5. (Part III).

6.2. For the Services listed in point 4.1. - 4.8. above, it is possible to order a Mobile Service with access to 5G technology, with the specification indicated below:

Service Variant	Fee for customers who do not meet the condition of point 6.2.1.	Fee for customers who meet the condition in point 6.2.1.	
	Fee from the 1st full Settlement Period	Fee from the 1st to the 3rd Billing Period	Fee from the 4th Billing Period
SUPER (5G)	PLN 35	PLN 0	PLN 35
VIP (5G)	PLN 50	PLN 0	PLN 50

SUPER (5G) (components: cyclical, unlimited voice calls to national mobile and fixed-line networks, unlimited SMS and MMS messages to national mobile numbers, as well as a cyclical internet package of 30 GB, Internet speed after exceeding the amount of data resulting from the cycle of 1 Mbps; data transmission limit (GB) in the Euro Zone 4.5 GB);

VIP (5G) (components: cyclical, unlimited voice calls to national mobile and fixed-line networks, unlimited SMS and MMS messages to national mobile numbers, as well as a cyclical 72 GB internet package, Internet speed after exceeding the data volume resulting from the 1 Mbps cycle; data transfer limit (GB) in the Euro Zone 7 GB).

6.2.1. The fees apply only to customers who transfer (by submitting appropriate applications when ordering the Service) at least one telephone number from the network of another telecommunications service provider to the Operator's Telecommunications Network, while consenting to the commencement of the service using a temporary number. The rules of number portability (MNP) are described in point 5. (Part III).

6.2.2. As part of the subscription fee for the Mobile Service, the Subscriber receives one subscription to the TIDAL Music Service service, which enables listening to music on demand in streaming, provided by the TIDAL platform. The service will be provided for 24 Billing Periods.

## 7. Subscription fees - other services 7.1. Multiroom

Service	Fee from the 1st full Settlement Period
Multiroom	PLN 10

## 7.2. HBO Max

Service	Payment for the 1st full Settlement Period	Fee from the 2nd Billing Period	Remarks
HBO Max	PLN 0	20 zły	An additional service to the Self-Provided Internet Service. Activation of the HBO Max Service must take place within 6 months from the date of signing the Agreement and means ordering the HBO Max Service for an indefinite period. Failure to activate within this period or resignation from the HBO Max Service will result in the inability to use the HBO Max Service under the conditions described above. Subscriber can



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			<p>cancel (by phone or in writing) from the HBO Max Service at any time free of charge.</p> <p>We charge the fees for the HBO Max Service from the moment the service is activated by registering the user on the <a href="http://www.hbomax.com">www.hbomax.com</a> website, requiring the Customer ID and activation code provided by us.</p> <p>In the case of purchasing the HBO HD package, as part of the subscription fee for the HBO HD package, we will enable the use of the HBO Max Service at no additional charge for the duration of the Agreement. Until the activation of the TV Service, the Subscriber has the option of a technical test access to the HBO Max Service, at no additional charge, as part of checking the quality and availability of the HBO Max service.</p>
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HBO Max is an audiovisual service provided electronically. The service provider is HBO Europe sro with its registered office: Prague 7, Jankovcova 1037/49, postal code: 170 00, Czech Republic. Using HBO Max requires setting up an account on the HBO Max website and accepting the terms of use (regulations) of HBO Max specified by its provider, available at [www.hbomax.com](http://www.hbomax.com). The data provided by the Subscriber when registering an account with HBO Max are processed by the service provider as a separate data administrator, on the terms specified by him. HBO Max service without HBO HD service is available for purchase until 07/31/2022.

## 7.3. Fixed IP Address 7.3.1.

The service is provided together with the Internet Service or the Internet Service with Television Package

Service	Fee from the 1st to the 3rd Billing Period	Fee from the 4th Billing Period
Fixed IP address (not applicable to IN-ETTH technology)	PLN 0	PLN 10

## 7.4. PLC / Extender / Mesh

Device	Fee from the 1st full Settlement Period
PLC set - lease	PLN 5
Wi-Fi amplifier - Extender - lease	PLN 5
Wi-Fi amplifier - Huawei Mesh (1 piece) - leased (PON technology)	PLN 10
Wi-Fi amplifier - Huawei Mesh (2 pieces) - leased (PON technology)	20 zŕ
Wi-Fi amplifier - Huawei Mesh (3 pieces) - leased (PON technology)	PLN 25
Wi-Fi amplifier - Mesh (2 elements) - lease (HFC, ETTH and IN-ETTH technology)	20 zŕ
Wi-Fi amplifier - Mesh (3 elements) - lease (HFC, ETTH and IN-ETTH technology)	PLN 25

## 8. Activation fees (one-off)

Service	Fee
Internet	PLN 79
Telephone	PLN 9
Mobile Service (for each service)	PLN 9
Television (also for each Multiroom service)	PLN 1
HBO Max	PLN 1
4K decoder / decoder (activation, configuration)	PLN 1
Multiroom decoder (activation, configuration)	PLN 29
Multiroom 4K decoder (activation, configuration)	PLN 49

## III. Other provisions

## 1. Detailed provisions regarding Devices

- 1.1. The devices specified in the Agreement are made available as part of the Promotion free of charge (no subscription fees) for the duration of the Agreement, with the exception of the devices described in point 7.4. (Part II).
- 1.2. The Wi-Fi Router made available to the Subscriber under the Agreement for the provision of telecommunications services in order to use the Internet Service may activate, upon connection of the Device to the Operator's network, a public Wi-Fi access point, independent and separated from the access point and the Subscriber's internal network. The public Wi-Fi access point allows other users to connect to the Internet via the Subscriber's Internet connection. The rules of user access to a public Wi-Fi access point are specified by the Operator. The operator publishes data on the location of public Wi-Fi access points. The subscriber can deactivate the public Wi-Fi access point at any time through the configuration settings of the Wi-Fi Router.

- 1.3. The availability of the Devices depends on the current stock levels.



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## 2. Detailed provisions regarding the Television Service

2.1. For the first full Settlement Period, the Subscriber obtains access to: 2.1.1.

Full Package (including all TV channels available on offer (except HBO HD Package)) for PLN 0.

2.1.2. HBO HD package for PLN 0.

2.2. After the expiry of the first full Billing Period, the Television Service is provided in the variant selected in the Agreement: S Package, S 4K Package, M Package, Package M 4K or Package L 4K.

2.3. In each variant, it is possible to buy additional TV Packages. The following TV Package prices apply to the activation of the TV Package within 3 months from the date of activation of the TV Service.

TV Package Name	Monthly fee
Eleven Sports	PLN 10
Polsat Sport Premium	20 zły
Filmbox	PLN 10
For adults	PLN 10
Cinemax HD (only for S and S 4K Package)	PLN 10
HBO HD	20 zły
Canal + Prestige	PLN 50
For children (does not apply to L 4K Package)	PLN 10

2.4. Additional TV Packages selected by the Subscriber will be active from the beginning of the next Billing Period following the selection TV packages.

2.5. The Subscriber undertakes to use the selected TV Packages until the end of the Promotional Agreement period. The resignation from selected TV Packages and those purchased during the Promotional Agreement or resignation from the S, S 4K, M, M 4K or L 4K Package is tantamount to the termination of the TV Service Agreement.

2.6. If additional Packages are purchased under the contract, the Subscriber undertakes to use the selected TV Packages until the end of the period Promotion Agreement.

2.7. For the M and M 4K Package, the Subscriber receives a promotional offer for 24 Settlement Periods of 6 channels: Nick Jr, Nickelodeon Polska, Nicktoons, TeenNick, Cinemax HD, Cinemax 2 HD.

2.8. For the L 4K Package, the Subscriber receives 2 channels for 24 Settlement Periods: Cinemax HD, Cinemax 2 HD.

2.9. In addition to the S 4K, M 4K and L 4K Packages, the Subscriber receives a promotional Insight TV 4K channel for 24 Settlement Periods.

2.10. The subscriber, only at the conclusion of the contract, may purchase an additional Eleven Sports package with Polsat Sport Premium for PLN 20 / month.

2.11. For proper reception of content in 4K quality, an internet connection with a minimum bit rate of 25 Mb / s is required, therefore a 4K decoder is available for the Television with Internet Service Package from the Fast Internet Max 50 tariff.

## 3. Equalization Fees 3.1. In

the case of concluding an Agreement for a definite period of 24 Settlement Periods under this Promotion, the discounts granted are:

3.1.1. depending on the selected Service, the difference between the monthly subscription fee described in the Price List for individual Services and the promotional monthly fees described in the tables in point 4. (Part II) above and

3.1.2. in the case of the TV Service, the difference between the subscription fee described in the Price List for selected TV packages and the promotional monthly fees described in the tables in point 2.3. (Part III) above and

3.1.3. depending on the selected Service, the difference between the one-time activation fee described in the Price List for individual Services and the promotional one-time activation fee described in the table in point 8. (Part II).

3.2. Price lists for Services offered as part of the Promotion are available at netia.pl.

3.3. In the event of termination of the Agreement concluded for the period specified by the Subscriber or by the Operator, for reasons attributable to the Subscriber, before the end of 24 full Settlement Periods, the Subscriber will be charged a Compensation Fee in accordance with the principles set out in point 3.4. below.

3.4. The Compensation Fee may not exceed the discount granted to the Subscriber less the proportional value from the date of conclusion to the date termination of the Agreement, the maximum amount that may be charged is: 3.4.1. in the case of an Internet Service - PLN 1,200, 3.4.2. for the Telephone Service - PLN 600, 3.4.3. for Mobile Service - PLN 600 (for each SIM card), 3.4.4. in the case of the TV Service - PLN 600, 3.4.5. in the case of the Multiroom Service - PLN 200.

3.5. The Compensation Fee is not subject to VAT.

3.6. The Subscriber will be required to pay the Compensation Fee by the date specified in the debit note.

## 4. Other provisions 4.1. The

Operator's inability to provide the Telephone Service, Internet Service or Television Service in the location indicated in the Agreement means that the Agreement cannot be concluded, and if the Agreement has been concluded, the Subscriber has the right to withdraw from it in whole or in part regarding the given Service, with compliance with the terms of the Services specified in the Agreement that may be used in a given location.

4.2. In the event of withdrawal from the Agreement for the reasons indicated in point 4.1. The Subscriber is obliged to send back all at the Operator's expense devices made available under the Agreement within 14 days of withdrawal from the Agreement.

4.3. In the event of termination of the Agreement, all Devices provided under the Agreement must be returned at their own expense, within 14 days from the date termination of the Agreement.

4.4. Failure to fulfill the obligation to return the Devices referred to in point 4.2., 4.3. involves a contractual penalty specified in the Price List individual Services available as part of the Promotion.



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- 4.5. Conclusion of an Agreement that does not meet the terms of the Promotional Agreement causes that the above prices cease to apply and the Agreement is implemented according to the prices specified in the Price List. The promotion is territorially limited.
- 4.6. In the event of damage or loss during the term of the Agreement due to the fault of the Subscriber of the Devices made available under the Agreement, the Operator has the right to charge a fee for the replacement of the Device in the amount indicated in the Price List of individual Services available under the Promotion. The above does not apply to the failure or replacement of the Device on the Operator's side.
- 4.7. Termination of the Agreement for the Television Service shall mean the automatic termination of the Agreement for the additional Multiroom.
- 4.8. After the end of the loyalty period specified in point 1.2. (Part I) The contract is for an indefinite period.
- 4.9. During the term of the Agreement, the Operator does not guarantee the availability of free services of third parties, not expressly indicated in the Agreement, made available to the Subscriber, e.g. via a Decoder or Wi-Fi Router.
- 4.10 In matters not covered by these Detailed Promotion Terms and Conditions, the provisions of the Terms of Service shall apply Services by the Netia Group Companies and the Price List of individual Services available as part of the Promotion.

## 5. Number portability (MNP)

- 5.1. Transferring a telephone number from the network of another telecommunications service provider to the Operator's Telecommunications Network is possible with the simultaneous consent to the commencement of the service with the use of a temporary number; 5.2. The Subscriber will receive from the Operator a SIM card with a temporary number, on which, until the number is transferred from the current Operator, the mobile service will be provided in the option selected by the Subscriber and under the conditions set out in these Detailed Promotion Terms; 5.3. Upon the transfer of the number, the provision of services on this number will commence under the conditions specified in these Detailed Promotion Terms;
- 5.4. If the number is not transferred within 4 months, the temporary number will become the target number.
- 5.5. The period of using the services on the temporary number is included in the period for which the Agreement was concluded.
- 5.6. Failure to transfer the target number to the Netia network does not affect the terms, obligations of the parties and the term of the Agreement.

## 6. Provisions concerning the TIDAL Service 6.1.

By ordering the TIDAL Service, the Subscriber agrees to provide the Partner with the data necessary for the proper performance of the Service. The use of the Service requires the Subscriber to provide a contact mobile phone number, which will identify the Subscriber with the Partner.

6.2. The service will be provided in the TIDAL HiFi version.

## 6.3. Data processing 6.3.1. The

data administrator is the Operator and TIDAL Sp. z o. o. with its seat in Warsaw, ul. Żyta 59/616, 00-120 Warsaw.

6.3.2. The data will be processed for the purpose of implementing the Promotion, including the settlement of transaction fees. Data will be transferred between data administrators in the following scope: Telephone

- number of the contact person,
- Date of activation of services in Netia,
- Service status (active / inactive).

6.3.3. The Operator and the Partner ensure the implementation of the rights resulting from the Personal Data Protection Act, i.e. providing the Subscriber with access to information regarding their own personal data and their correction. The subscriber also has the right to bring in the cases referred to in Art. 23 sec. 1 items 4 and 5 of the Act on objection to the processing of personal data, including the request to cease processing of the Subscriber's personal data.

6.3.4. All correspondence regarding matters related to the processing of personal data should be sent to the address of the Operator or the Partner.

## 6.4. Partner change

6.4.1. The Operator has the right to change the Partner indicated above, provided that the essential parameters of the service indicated in this appendix are met. In this respect, the Subscriber is not entitled to terminate the Promotion Agreement without paying a contractual penalty.



**The amount of the total monthly fees paid by the Subscriber using the "GigaEmocje - at a lower price" Promotion**

Service Variant	Promotional fee from the 1st to the 3rd Billing Period		Promotional fee from the 4th Billing Period	
	with a discount for e-INVOICE and marketing consents	no discount for e-INVOICE and for marketing consents	with a discount for e-INVOICE and marketing consents	no discount for e-INVOICE and for marketing consents
High speed Internet Max 600	PLN 0	PLN 10	PLN 50	PLN 60
High speed Internet Max 1000	PLN 0	PLN 10	PLN 60	PLN 70

Package Variant	Promotional fee from the 1st to the 3rd Billing Period		Promotional fee from the 4th Billing Period	
	with a discount for e-INVOICE and marketing consents	no discount for e-INVOICE and for marketing consents	with a discount for e-INVOICE and marketing consents	no discount for e-INVOICE and for marketing consents
High speed Internet Max 600 with a phone To all, no limit	PLN 0	PLN 10	PLN 60	PLN 70
High speed Internet Max 1000 with a phone To all, no limit	PLN 0	PLN 10	PLN 70	PLN 80

Package Variant	Promotional fee from the 1st to the 3rd Billing Period		Promotional fee from the 4th to the 24th Billing Period		Promotional fee from the 25th Billing Period	
	with a discount for e-INVOICE and marketing consents	no discount for e-INVOICE and for marketing consents	with a discount for e-INVOICE and marketing consents	no discount for e-INVOICE and for marketing consents	with a discount for e-INVOICE and marketing consents	no discount for e-INVOICE and for marketing consents
High speed Internet Max 1000 with Television in the S package variant	PLN 0	PLN 10	PLN 60	PLN 70	PLN 60	PLN 70

**Additional fees for selecting a service option other than those indicated above**

S 4K package	+ PLN 0	+ PLN 0	+ 5 PLN	+ 5 PLN	+ 5 PLN	+ 5 PLN
Package M	+ PLN 0	+ PLN 0	+ 10 PLN	+ 10 PLN	+ 20 PLN	+ 20 PLN
M 4K package	+ PLN 0	+ PLN 0	+ 15 PLN	+ 15 PLN	+ 25 PLN	+ 25 PLN
L 4K package	+ PLN 0	+ PLN 0	+ 40 PLN	+ 40 PLN	+ 40 PLN	+ 40 PLN

Package Variant	Promotional fee from the 1st to the 3rd Billing Period		Promotional fee from the 4th to the 24th Billing Period		Promotional fee from the 25th Billing Period	
	with a discount for e-INVOICE and marketing consents	no discount for e-INVOICE and for marketing consents	with a discount for e-INVOICE and marketing consents	no discount for e-INVOICE and for marketing consents	with a discount for e-INVOICE and marketing consents	no discount for e-INVOICE and for marketing consents
High-speed Internet Max 600 with Television in the Package M variant	PLN 0	PLN 10	PLN 60	PLN 70	PLN 70	PLN 80

**Additional fees for selecting a service option other than those indicated above**

M 4K package	+ PLN 0	+ PLN 0	+ 5 PLN	+ 5 PLN	+ 5 PLN	+ 5 PLN
L 4K package	+ PLN 0	+ PLN 0	+ 30 PLN	+ 30 PLN	+ 20 PLN	+ 20 PLN





## Detailed Terms and Conditions of the Promotion "GigaEmotje - at a lower price"

Package Variant	Promotional fee from the 1st to the 3rd Billing Period		Promotional fee from the 4th to the 24th Billing Period		Promotional fee from the 25th Billing Period	
	with a discount for e-INVOICE and marketing consents	no discount for e-INVOICE and for marketing consents	with a discount for e-INVOICE and marketing consents	no discount for e-INVOICE and for marketing consents	with a discount for e-INVOICE and marketing consents	no discount for e-INVOICE and for marketing consents
High-speed Internet Max 1000 with TV in the S package option and with a telephone. Unlimited access to all	PLN 0	PLN 10	PLN 70	PLN 80	PLN 70	PLN 80

Additional fees for selecting a service option other than those indicated above

S 4K package	+ PLN 0	+ PLN 0	+ 5 PLN	+ 5 PLN	+ 5 PLN	+ 5 PLN
Package M	+ PLN 0	+ PLN 0	+ 10 PLN	+ 10 PLN	+ 20 PLN	+ 20 PLN
M 4K package	+ PLN 0	+ PLN 0	+ 15 PLN	+ 15 PLN	+ 25 PLN	+ 25 PLN
L 4K package	+ PLN 0	+ PLN 0	+ 40 PLN	+ 40 PLN	+ 40 PLN	+ 40 PLN

Package Variant	Promotional fee from the 1st to the 3rd Billing Period		Promotional fee from the 4th to the 24th Billing Period		Promotional fee from the 25th Billing Period	
	with a discount for e-INVOICE and marketing consents	no discount for e-INVOICE and for marketing consents	with a discount for e-INVOICE and marketing consents	no discount for e-INVOICE and for marketing consents	with a discount for e-INVOICE and marketing consents	no discount for e-INVOICE and for marketing consents
High-speed Internet Max 600 with TV in the package M option and with a telephone. Unlimited access to all	PLN 0	PLN 10	PLN 70	PLN 80	PLN 80	PLN 90

Additional fees for selecting a service option other than those indicated above

M 4K package	+ PLN 0	+ PLN 0	+ 5 PLN	+ 5 PLN	+ 5 PLN	+ 5 PLN
L 4K package	+ PLN 0	+ PLN 0	+ 30 PLN	+ 30 PLN	+ 20 PLN	+ 20 PLN

If you choose the option with the TIDAL Music Service, the subscription fee for the Internet Service is higher by PLN 10.

In the case of purchasing Mobile Services, the subscription fee for the selected Mobile Services should be added to the above amounts.

The minimum fee was assumed for the calculation of the TV service fees. Ordering Packages with a value above the amount means an increase in fees in accordance with the value of the selected Packages.

In the case of purchasing Additional Services, the subscription fee for the selected Additional Services must be added to the above amounts.



## Detailed Promotion Terms

### "Canal + Prestige for PLN 35"

#### I. General part

##### 1. Promotion Terms and

**Definitions 1.1.** The promotion runs from 08/03/2022 to 30/06/2022.

**1.2.** The Promotion may be used by:

**1.2.1.** A New Subscriber who concludes an Agreement for the provision of telecommunications services with the Operator for at least 12 full Periods Settlements including Internet Service Package with Television and Canal + Prestige Package during the Promotion;

**1.2.2.** The current Subscriber with the TV Service, who has a minimum of 12 remaining until the end of the loyalty agreement for the TV Service months that will buy the Canal + Prestige Package during this Promotion.

**1.3.** As part of this Promotion, the customer has the option to purchase the Canal + Prestige Additional Package at the price specified in the table below:

TV Package Name	Monthly fee
Canal + Prestige	PLN 35

**1.4.** If you purchase a Canal + Prestige Package for your Television Service, the Canal + Prestige Package will be active from the beginning of the next Settlement Period following the purchase of the Package.

**1.5.** The Subscriber undertakes to use the Canal + Prestige Package until the end of the Promotional Agreement period. The resignation from the Canal + Prestige Package is tantamount to the termination of the TV Service Agreement.

**1.6.** All prices in this document are gross prices.

**1.7.** All subscription fees apply to one Settlement Period.

**1.8.** New Subscriber - a Subscriber who did not have a valid Service Agreement within the last 30 days preceding the start date of this Promotion and for which a new Agreement is to be concluded. The new Agreement may not be concluded at the same Service installation address where the Service for which the new is to be concluded was provided during the last 30 days preceding the start of this Promotion.

Arrangement.

**1.9.** Current Subscriber - a Subscriber who has a current Agreement with the Operator for the provision of at least Internet and Television Service, which will extend the existing Agreement with the Canal + Prestige Package.

**1.10.** Promotional Agreement - an agreement on promotional terms specified in these Detailed Promotion Terms.

**1.11.** The operator - Netia SA with its registered office in Warsaw at ul. Poleczki 13, 02-822 Warsaw, registered in the District Court for the Capital City of Warsaw, Commercial Court, XIII Division of the National Court Register, under the number KRS 0000041649, share capital of PLN 335 578 344 fully paid up, NIP 526-02-05-575, REGON 011566374.

Other capitalized terms have the meaning specified in the Regulations for the Provision of Services by the Netia Group Companies and in the Price Lists of individual Services available as part of the Promotion.

