

REGULATIONS FOR PROVISION OF INTERNET ACCESS SERVICES TO FELLOWS AND STUDENTS ACCOMMODATED AT STUDENT DORMITORIES AND ACADEMIC STAFF HOTELS OF THE BIAŁYSTOK UNIVERSITY OF TECHNOLOGY (POLITECHNIKA BIAŁOSTOCKA), THE UNIVERSITY OF BIAŁYSTOK (UNIwersytet w BIAŁYMSTOKU) AND THE MEDICAL UNIVERSITY OF BIAŁYSTOK (UNIwersytet Medyczny w BIAŁYMSTOKU)

§ 1. GENERAL PROVISIONS

The following definitions shall apply to the terms used in these Regulations or in the Contract:

1. **Subscriber** – a fellow or student of a university, accommodated at a student dormitory or an academic staff hotel of the Białystok University of Technology (Politechnika Białostocka), the University of Białystok (Uniwersytet w Białymstoku) and the Medical University of Białystok (Uniwersytet Medyczny w Białymstoku), being a party of a contract on the provision of Internet access services;
2. **MAC address** – hardware address of a network interface card;
3. **Price List** – a price list of Internet access services provided to fellows and students accommodated at student dormitories or academic staff hotels of the Białystok University of Technology, the University of Białystok and the Medical University of Białystok;
4. **Customer** – a fellow or student accommodated at a student dormitory or an academic staff hotel of the Białystok University of Technology, the University of Białystok and the Medical University of Białystok, applying for a contract on the provision of telecommunication services;
5. **BIAMAN City Computer Network** – the City Computer Network of Białystok, known as BIAMAN, administered by the Operator, created under an environmental agreement of 20 December 1994;
6. **Account period** – a period of one calendar month, constituting a basis for settlement of the Subscriber's amounts due against the Operator;
7. **Operator** – Białystok University of Technology (Politechnika Białostocka), ul. Wiejska 45a, 15-351 Białystok; NIP tax identification number: 542-020-87-21; REGON business registry number: 000001672, conducting telecommunication activity on the basis of an entry in the register of telecommunication entrepreneurs, entry 1480;
8. **Installation fee** – a one-time fee paid by the Subscriber for the activation of the service, in the amount determined by the price list;
9. **Monthly fee** – a lump-sum fee collected each month, in accordance with the Price List, for the services provided to the Subscriber;
10. **Public IP address** – an address used in network that uses IP communication protocol;
11. **Contract** – a contract on the provision of telecommunication services, concluded between the Operator and a Subscriber in written form;
12. **Service** – a service of Internet access, provided by the Operator at student dormitories and academic staff hotels of the Białystok University of Technology, the University of Białystok and the Medical University of Białystok.

§ 2. SCOPE OF THE PROVIDED TELECOMMUNICATION SERVICES, DATA ON THE QUALITY

1. The subject of the present regulations is provision of the service described in §1, subparagraph 12, by the Operator.
2. The Operator provides the service using the BIAMAN City Computer Network and other networks, on the basis of separate agreements.
3. The Operator provides the service around a clock and 7 days a week.
4. Access to the network is guaranteed all year round and around the clock with the probability of access of not less than 99 % during the ongoing year, and not less than 99.5 % for calls within the Operator's network.
5. In order to prevent exceeding the link capacity, the Operator monitors (around a clock and 7 days a week) the traffic measurement within the BIAMAN City Computer Network and at network contacts. The Operator organizes the network traffic using bandwidth limiting (policing rate limiting with burst and drop) to avoid exceeding the uplink capacity. This does not affect the deterioration of the quality of services.
6. The service includes connection of the computer with the MAC address specified in the contract and in the place of performance indicated in the contract.
7. The service is provided through a network cabling.
8. SMTP port 25 is blocked. To send mail with the e-mail client, the Subscriber must use port 587.
9. The service does not provide the capabilities to use the server functions at the Subscriber's terminal.

10. The service does not provide emergency calls.
11. Depending on the development of technical capabilities, the Operator can improve the parameters of the service without increasing the price. Improvement of the parameters of the service in order to increase the bandwidth is not deemed a change in the contract.
12. The Operator does not agree for a transfer of rights and liabilities resulting from the contract.
13. The Operator is entitled to cease the provision of the service, if the Subscriber, after an earlier notice, did not stop his activity of unlawful character or against the provisions of § 4 of this regulations and causing hazard for the quality of the services provided in the network or for third parties. If it is not possible to notify the Subscriber, or if an instant disconnection is necessary to prevent violation of the law or to maintain the quality of services or rights of third parties, a disconnection may be performed without a notice; however, the Operator would undertake the necessary actions as soon as possible to notify the Subscriber on this situation. In cases described above, indemnities or contractual penalties shall not be due unless the Operator's action was manifestly unsubstantiated.
14. The telecommunication entrepreneur is obliged to immediately block the telecommunications or data connections upon request of authorized entities, if these connections may jeopardize defense of the state or public security and order, or to allow for such blockade by these entities.
15. The operator processes the data contained in the contract and transmission data only for the performance of the contract. The Operator, in accordance with the applicable regulations, is also obliged to retain and store the data necessary to determine the network terminal, the telecommunications terminal, end-user initiating connection and to determine the date and time of the connection and its duration. The Operator is obliged to provide these to authorized entities (including, but not limited to, court and prosecutor) at their request.
16. Information about the risks associated with the service, including how to protect the security, privacy and personal data, will be provided in the MSK BIAMAN Customer Service, ul. Wiejska 45a, Room 043, 15-351 Białystok.

§ 3. GENERAL CONDITIONS OF CONTRACT CONCLUSION

1. The contract should be concluded in written form under pain of nullity.
2. In order to conclude the contract, the Customer should submit:
 - a) name and surname
 - b) home address and mailing address, if different than home address
 - c) PESEL identification number – if a citizen of the Republic of Poland,
 - d) name, series and number of the identity document, and in case of a foreigner being a citizen of neither a European Union member state nor the Swiss Confederation – passport or residence card number.
3. If the contract is concluded by proxy, the empowered person is obliged to confirm his/her identity to the representative of the Operator and submit an original document confirming the empowerment or a copy certified by a notary.
4. The Operator may refuse to conclude a contract if:
 - a) the Customer does not submit or refuses to submit the documents requested by the Operator or if authenticity of the submitted documents gives rise to doubts,
 - b) the Operator or the Customer does not have the infrastructure or appropriate technical conditions to provide the service,
 - c) scope of the requested service would deteriorate the standard or make the use of the services impossible to the existing Subscribers.
5. Within 6 days from the conclusion date of the contract (test connection), the Operator will configure the service and perform tests in order to check the correctness of performance of the service. During the test connection, the Subscriber is not entitled to any indemnity for improper performance of the service, however, he/she has the right to report all irregularities in performance of the service.
6. Service configuration changes resulting from the Subscriber's notice of change of the place of performance or change of the MAC address will be started within one business day. Change consisting in the change of a package of services is valid from the next billing month
7. In case of change of the data included in the contract, the Subscriber is obliged to notify the Operator immediately of the changes which have

occurred and submit a document confirming the changes made. In case of the lack of a notice of change of address, the correspondence provided under the previous address shall be deemed to have been received.

8. All changes, supplementations and modifications to the content of the contract should be in written form under pain of nullity.

§ 4. OBLIGATIONS OF THE SUBSCRIBER

1. The SUBSCRIBER cannot:

- change the assigned IP address,
- change the MAC address,
- divide the signal to computers other than the one specified in the contract (e.g. by using a router etc.),
- arbitrarily make any changes in the telecommunication infrastructure,
- overload the telecommunication network,
- distribute any unsolicited mail (spam)
- use illegal net tools such as sniffers, port scanners, exploits,
- use the telecommunication infrastructure to manage Web sites providing commercial services,
- distribute information of unlawful character or offensive in any way to religious feelings or social and moral norms,
- provide telecommunication services to third parties, if such services are connected with transit of information through the Operator's network,
- undertake any actions which could cause interferences in the network's operation,
- undertake any actions which could damage the telecommunication infrastructure by means of which the service is provided, or any actions which could disturb the correct operation of systems intended to provide and monitor the service, as well as of information-transmitting devices and connections by means of which the service is provided,
- perform repairs and changes in the Operator's telecommunication infrastructure without the Operator's consent,
- use net devices and software prohibited by law,
- channel the telecommunication traffic from other telecommunication networks to the Operator's network without the Operator's consent,
- refuse to grant the Operator access to the telecommunication infrastructure in order to conduct control, maintenance or repair works,
- use the telecommunication devices provided by the Operator or other devices connected to the termination point of the BIAMAN City Computer Network against the law or against the concluded contract or the regulations.

§ 5. CHARGES

1. The Subscriber covers the installation fee and monthly fees for the service to the amount specified by the Price List.

2. If, immediately after the test connection, the service is provided for an incomplete calendar month, the Subscriber will pay a proportional monthly fee. The proportional monthly fee is calculated on the basis of the following formula:

Proportional monthly fee = (Monthly fee ÷ Number of days in the calendar month in which the service provision started) × Number of days in the calendar month in which the service was provided

2¹. For purposes of calculating the proportional monthly fee it is considered that the provision of service starts immediately after the test connection.

3. There is no fee for the test connection.

4. Installation fee and proportional fee are both payable within 14 days from the date of conclusion of the contract. The monthly fee is payable in advance to the last day of the month preceding the month in which the service is provided.

4¹ The Subscriber makes payments to the bank account indicated in the contract.

5. The Operator has the right to suspend service if the Subscriber arrears with payment for one month. Suspension of the provision of service takes place after prior appointment of an additional time to pay 7 days long. In case of the installation fee and proportional fee, the Operator has the right to suspend service if the Subscriber arrears with payment for 14 days from the date of conclusion of the contract. The service suspended due to non-payment will be restarted after payment of all the Subscriber's arrears.

6. The Operator can terminate the contact with immediate effect if the delay in the payment of fees lasts for three calendar months. Periods of suspension of the service, as defined in § 11, are also included when calculating the term of persistence of arrears.

7. The Operator may collect legal interest for delay in the payment of the proportional monthly fee, monthly fees and the installation fee, partially or as a whole.

8. The Price List is delivered to the Subscriber free of charge on the signing of the contract. It is available on the Web site of the Operator (<http://studenci.biaman.pl>) and can be delivered to the Subscriber on his request.

§ 6. SCOPE OF THE MAINTENANCE SERVICES

1. Within the maintenance services, the Operator will ensure free removal of irregularities in the performance of the service, unless they are caused by activity of the Subscriber or of a person for which the Subscriber is responsible.

2. The Subscriber should immediately notify the Operator on the arising irregularities in the performance of the service.

3. The Operator will notify the Subscriber on the date of any planned maintenance works, if such works could result in interruptions or quality deterioration of the service provided to the Subscriber.

4. Any problems related to irregularities in the operation of service can be reported in the Customer Service of the MSK BIAMAN City Computer Network, ul. Wiejska 45a, Room 043, 15-351 Białystok, by phone +48 85 746 91 50, +48 85 746 91 57) or by email (e-mail: internet@biaman.pl).

§ 7. LIABILITY

The Operator shall not be held liable:

a) for failure to provide or improper provision of the service, caused by force majeure,

b) for content transmitted during use of the service,

c) for security of the data and software of the Subscriber's computers against an interference by third parties,

d) for failure to provide or improper provision of the service, caused by action or negligence by the Subscriber or by a person for which the Subscriber is responsible.

e) for failure to provide or improper provision of the service, caused exclusively by malfunction of the devices of the Subscriber or of a person for which the Subscriber is responsible (in particular: viruses, damage of the network interface card, damage of the UTP cable connecting the socket with the Subscriber's computer),

f) if access to the Operator's equipment or telecommunication infrastructure is impossible due to reasons attributable to the Subscriber or a person for which the Subscriber is responsible.

§ 8. COMPLAINT PROCEDURE

1. A complaint may be made on:

a) failure to provide or improper provision of the service,

b) failure to respect the starting date of the service provision at the Operator's fault,

c) incorrect collection of fees for service provision.

2. Complaints are made in writing, orally with protocol, by telephone (**085 746 91 50, 085 746 91 57**) or by e-mail (internet@biaman.pl).

3. The complaint should include:

a) name and surname or name and address of residence of the complainant,

b) statement of the subject of complaint and the period to which the complaint refers,

c) description of circumstances substantiating the complaint,

d) network terminal address,

e) conclusion date of the contract and the starting date of the service provision stated therein – in case of a complaint mentioned in subparagraph 1 point b,

f) amount of the indemnity, other due amount or the questioned amount-if the complainant demands it to be paid,

g) bank account number or appropriate address for payment of the indemnity or of other due amount, or an application to recognize it against future payments - in cases described in point f,

h) the complainant's signature – if the complaint is made in writing.

4. If a complaint made in writing at the Operator's principal office, or orally with protocol, at the Operator's principal office, or by telephone does not contain the data indicated in subparagraph 3, the Operator notifies the Subscriber immediately on the necessity to supplement it.

5. If a made complaint does not fulfill the conditions specified in subparagraph 3, the Operator, if it is deemed necessary to consider the complaint properly, will immediately notify the complainant to supplement it within 7 days, specifying the scope of such supplementation and informing that lack of complaint supplementation within the specified time

limit will result in dismissal of the complaint. Upon ineffective expiration of the indicated term, the complaint is dismissed.

6. If the data specified in subparagraph 3, point f are lacking, and the right to an indemnity or other due amount gives rise to no doubts, the Operator considers the complaint as if the amount was specified.

7. A complaint is confirmed by the Operator:

a) immediately in written form – if the complaint is made in writing at the Operator's principal office or orally with protocol, at the Operator's principal office,

b) within 14 days from the date of submittal of the complaint in writing, specifying the name, address and telephone number of the Operator – if the complaint is made in writing, by telephone or by e-mail.

8. Complaints are answered in writing. If the Operator does not answer the complaint within 30 days, the complaint shall be deemed considered. Subparagraph 7, point b, shall not apply if the Operator answers the complaint within 14 days.

9. A complaint answer includes:

a) name of the Operator,

b) reference to a legal basis,

c) decision on the consideration or dismissal of the complaint,

d) if an indemnity is granted – specification of the amount and date of payment,

e) if other due amount is to be repaid – specification of the amount and date of payment,

f) information on exhaustion of the complaint procedure and the right to enforce claims by means of a court proceeding; additionally, if the complainant is a consumer, information on the right to enforce claims by proceedings mentioned in Articles 109 and 110 of the Telecommunication Law of 16 July 2004.

g) signature of an authorized employee representing the Operator, indicating his/her job position.

10. In case of dismissal of the complaint partially or as a whole, the complaint answer additionally includes a factual and legal substantiation and is delivered to the complainant by a registered letter.

11. A complaint may be made within 12 months from the last day of the account period in which an interruption in the service provision ended or from the day on which the service has been provided improperly or was to be provided, or from the day of delivery of an invoice containing incorrect calculation of the service provision fee. A complaint made after expiration of the period will not be considered, which will be immediately communicated by the Operator to the complainant.

12. Making a complaint about failure to provide or improper provision of the service does not release the Subscriber from the obligation of payment.

§ 9. CONTRACTUAL PENALTIES

1. In case of failure to provide or improper provision of the service by the Operator, compensation for the damage to the Subscriber will be done by payment of the amount specified in subparagraph 2, for each day in which:

a) failure to provide or improper provision of the service lasted more than 12 hours,

b) failure to provide or improper provision of the service lasted more than 12 hours and the time of failure to provide or improper provision of the service exceeded a total of 72 hours in the account period. This contractual penalty is granted independently from the one mentioned in point a.

2. Amount of the contractual penalty for 1 day is calculated in accordance with the following formula:

Contractual penalty amount for 1 day = Monthly fee (gross) in the calendar month to which the complained period refers ÷ Number of days in the calendar month to which the complained period refers

3. Payment of contractual penalties will be done after consideration of the complaint, resulting from a performed complaint procedure.

4. Payment of contractual penalties will be done either by repayment of the amount within 14 days from the end of the complaint procedure to the bank account indicated by the Subscriber, or by proportional reduction of the next monthly fee - depending on the Subscriber's choice.

§ 10. INFORMATION ON THE METHODS OF AMICABLE DISPUTE RESOLUTION

1. A civil law dispute between a consumer and the Operator may be resolved by a mediation procedure conducted by the President of the Office of Electronic Communications (Urząd Komunikacji Elektronicznej)

at the consumer's request or ex officio, if required by protection of the consumer's interest.

2. A property law dispute arising from a contract on provision of telecommunication services, concluded between a consumer and the Operator, may be resolved by a proceeding before a permanent consumer court by the President of the Office of Electronic Communications.

§ 11. SUSPENSION OF THE SERVICE

1. Provision of the service is automatically suspended for the summer holiday period, unless the Subscriber declares he/she wants to use the service in this period. The summer holiday period lasts from 1 July to 30 September. The automatic suspension of the service applies only to the Subscribers accommodated at student dormitories, unless another Subscriber applies for a service suspension. Service suspension period shall be free of monthly fee.

2. The Subscriber can suspend the service free of charge for a maximum period of three subsequent, complete calendar months in the period between 1 October and 30 June (academic year). The service may only be suspended once per an academic year. Service suspension period shall be free of monthly fee.

3. Subscribers who submit acknowledgements from the university about a trip within the Erasmus programme (or other student exchange programme organized by universities) to the Operator may suspend the service free of charge for the period of their absence. The period of the trip should be confirmed by a document from the university. The suspension applies only to complete calendar months, fully included in the period of the trip, as confirmed by the document from the university. Service suspension period shall be free of monthly fee.

4. The declarations mentioned in the present paragraph may be submitted in writing or by e-mail to the address internet@biaman.pl (if possible, with the word "Internet" as the message topic). The declarations should not be submitted later than on the last day of a month preceding the month in which the Subscriber wants to enjoy the right to service suspension.

5. The suspension of service at the request of the Subscriber is possible if the Subscriber has paid the fees for months prior to the period for which he wants to suspend the provision of service.

§ 12. GENERAL CONDITIONS OF CONTRACT TERMINATION

1. The contract can be terminated in any time, effective at the end of the calendar month, by mutual agreement of the parties.

2. Each party can terminate the contract with a period of notice of one month, effective at the end of the calendar month. The day of delivery of the statement to the other party shall be deemed the starting day of the period of notice.

3. The contract can be terminated with immediate effect if the Subscriber violates § 4 of the present regulations. However, the Operator, before the termination of the contract, is obliged to notify the Subscriber to remove the violations, determining an appropriate period, no longer than 14 days, to remove or stop them.

4. The Subscriber can terminate the contract with immediate effect if, at the Operator's fault, the service is unavailable for more than 10 days in the account period.

5. The Operator can terminate the contract with immediate effect if the Subscriber is not accommodated at a student dormitory or academic staff hotel anymore.

6. Declarations of denouncement and termination of the contract should be in written form under pain of nullity.

§ 13. FINAL PROVISIONS

1. These regulations are valid from 15 July 2013.

2. To all matters not settled in the contract and regulations, provisions of the Civil Code and the Telecommunication Law of 16 July 2004 (Journal of Laws, No. 171, item 1800 with further amendments) shall apply.

