



Terms and Conditions

for the cyclical “Unlimited calls, texts and multimedia messages + data package” service

in force since 3 November 2022.

“Unlimited calls, texts and multimedia messages + data package” is a cyclical special offer service (hereinafter “Service”) available for Orange pay as you go Subscribers, except for the “Always Unlimited” and “Orange IoT pay as you go” plans.

The Service allows the Subscriber to:

- make unlimited voice calls to domestic mobile phone and landline numbers in Poland and with roaming in the EU Zone;
- send an unlimited number of text and multimedia messages to mobile phone numbers in Poland and with roaming in the EU Zone;
- receive a data package to use in Poland, which includes mobile Internet access in Poland for a specific number of days, without additional charges, on the terms and conditions specified below;
- receive a data package to use with EU roaming in Zone 1;
- depending on the Service variant, access other services or special offers on the terms specified below.

How to activate it?

1. The Service shall be available in the following variants:

Validity	7 days	31 days	31 days	93 days
Renewal cycle	every 7	every 31	every 31	every 93
Gross price for activation	PLN 7	PLN 31	PLN 39	PLN 90
Gross price for renewal	PLN 7	PLN 31	PLN 39	PLN 90
Data package	3 GB	15 GB	20 GB	150 GB
Data package with EU roaming	As per the price list for roaming services for Subscribers of pay as you go offers, available at www.orange.pl			
Social Pass	-	-	Yes	-
5G Pass	-	-	Yes	-

2. The service in the variant selected may be activated by:

Validity	7 days	31 days	31 days	93 days
Price	PLN 7	PLN 31	PLN 39	PLN 90
text message to 630 (the cost of the text to Orange as specified for the Subscriber’s plan)	AKT7 CYKL	AKT31 CYKL or START CYKL	AKT5G CYKL or START5G CYKL	AKT93 CYKL
Short code	*101*2*7#	*101*2*31#	*101*2*39#	*101*2*93#
Mój Orange	Upon logging in to one’s Mój Orange account			

3. At the latest, the Service will be activated within 24 hours of the moment the Subscriber orders the Service to be activated. Service activation shall be confirmed by a return text message.
4. The fee for Service activation shall be charged on the Main Account.
5. The validity period for the Service shall be calculated in full calendar days. The first day of Service validity shall be the day following the one when Service activation has been confirmed for the Subscriber’s number (i.e. the incomplete day when the Subscriber activated the Service shall not be included in its validity period).
6. Attempts to activate another Service variant shall be successful when the previously activated variant is active.

7. The Service will be renewed on the last, 7th, 31st, or 93rd day of the current cycle (depending on the selected service variant), and the new cycle shall be calculated from the day following the end of the current cycle.
8. The Subscriber shall be informed about Service activation in a text message.
9. The renewal fee shall be automatically debited from the Subscriber's Main Account.
10. In order for the Service to be renewed, a sufficient amount should be available on the Subscriber's Main Account to cover the Service renewal fee. The Subscriber shall be informed about the need to top up their Main Account in a text message before the end of the cycle.
11. The Service shall not be automatically renewed if there are not enough funds on the Main Account. For the subsequent 31 days from the end of the last cycle, Main Account balance shall be verified, and the attempt to renew the Service shall be repeated. After that period, the Service shall be disabled, and the Subscriber shall be notified thereof in a text message.
12. Amounts for the domestic and EU roaming data package shall add up with subsequent effective activations and Service renewals.
13. Validity periods from subsequent Service activations shall add up.
14. With the first unsuccessful attempt at renewing the Service, unused amounts for the domestic and EU roaming data package shall cease to be available but shall not be forfeited. They shall be restored and added up to the new data package when the Service is successfully renewed as a result of one of the subsequent attempts over the 30-day period.
15. Unused amounts for the domestic and EU roaming data package shall be irrevocably lost when the Service is discontinued after the last unsuccessful renewal attempt. The Subscriber shall be notified in a text message about Service discontinuation.
16. Once the data package is used up within the service validity period, when no other services are active that lower the costs of data transfer, a data transfer speed reduction (called the Funnel) will be enabled for the Subscriber's number to protect the Subscriber against unplanned expenses.
17. If the Service cannot be successfully renewed or once it expires and when no other services are active that lower the costs of data transfer, a data transfer speed reduction (called the Funnel) will be enabled for the Subscriber's number to protect the Subscriber against unplanned expenses for the remainder of the full day.
18. If prior to 3 November 2022, the Subscriber had the cyclical (renewable) version of the 31 days Service enabled and the Service in that version remained active on 3 November 2022, the Subscriber shall retain the right to subsequent automatic Service renewals for PLN 30 for 31 days until the Service is discontinued for the Subscriber's account. If the Service is discontinued, the Subscriber shall not be able to re-enable it for PLN 30.

What do you get?

19. Upon activating the Service, the Subscriber shall be able to make unlimited voice calls to standard domestic mobile phone and landline numbers, send an unlimited number of text messages to domestic mobile phone numbers, send an unlimited number of multimedia messages to domestic mobile phone numbers, and shall receive a data package.
20. The size of the data package received shall depend on the Subscriber's selected variant for the Service.
21. In the PLN 39 for 31 days Service variant, the Subscriber shall additionally get the option to use the following additional services for the duration of the Service validity period:
 - a. Social Pass,
 - b. 5G Pass.
22. These additional services do not need to be activated. They shall be enabled automatically once the Service is successfully activated in the PLN 39 per 31 days variant.
23. The Social Pass service allows for unlimited use of selected social media and messaging platforms in Poland for the duration of the Service validity period. The current list of platforms is available at www.orange.pl/nakarte.
24. Using the selected social media services with the Social Pass outside Poland:
 - a. with EU roaming in Zone 1 – shall be covered by the data packages with EU roaming or by the funds on the Main Account;
 - b. in other Roaming Zones – shall reduce the data packages for those Zones, or shall be covered by the funds on the Main Account.
25. Using the data transfer for the selected social media services within the Social Pass shall not reduce the basic data package within the Service.
26. The Social Pass service shall only cover using content within the specified services/apps. Data transfer related to other functionalities shall reduce the data package within the Service or other services and special offers or shall be covered by the funds on the Subscriber's Main Account; this shall include e.g. activating access to the service on a website or in an app, downloading and installing dedicated apps for the services as well as updating them, downloading images in the apps, communication between the services and Google Analytics, Crashlytics and similar apps, using external websites linked in the services, and the transfer of advertising content from third party partner servers within the service.

27. Other terms and conditions for using the Social Pass service are specified in the terms and conditions for that service, available at www.orange.pl and in Orange stores.
28. The 5G Pass makes it possible to use the 5G (Carrier Aggregation with 4G LTE) technology, subject to the Subscriber meeting the following conditions:
- being within the range of 5G technology;
 - using a 5G-compatible device;
 - using an LTE-compatible SIM card.
29. Using the 5G Pass may involve a faster usage of data within the data package available for the Service, funds from other services and special offers, and from the Subscriber's Main Account.
30. Other terms and conditions for using the 5G Pass service are specified in the terms and conditions for that service, available at www.orange.pl and in Orange stores.

Additional data package

31. Withing the Service validity period, the Subscriber may receive a text message with a proposal to purchase an additional data package (hereinafter "Additional Package").
32. The Subscriber shall order the Additional Package to be enabled by texting PAKIET in reply to the original text.
33. The size of the Additional Package shall be 5 GB.
34. The price for the Additional Package shall be PLN 5 (with VAT).
35. The Additional Package shall be valid until the end of the validity period for the "Unlimited calls, texts and multimedia messages + data package" service.
36. The fee for the Additional Package shall be automatically debited from the Subscriber's Main Account.
37. The Operator shall confirm enabling the Additional Package in a text message.
38. The Additional Package shall add up to the current balance of funds available for Internet use within the Service.
39. The Additional Package may be offered to the Subscriber repeatedly during the Service validity period.
40. The Additional Package shall be activated within 24 hours from the moment when the Subscriber sends the text message.

How to check?

41. The Service validity and data package days balance may be checked by:
- sending ILE to 630 (the cost of the text as specified in the Subscriber's price list);
 - entering the *101*1# code on phone keyboard and tapping the connection button (free of charge);
 - logging in to Mój Orange.
42. The Subscriber shall be informed in a text message about:
- data transfer speed reduction enabled;
 - approaching Service renewal date;
 - successful or unsuccessful Service renewal;
 - end of Service validity.

How to deactivate it?

43. The Service may be deactivated by:
- sending NIE to 630 (the cost of the text as specified in the Subscriber's price list);
 - entering the *101*1*0# code on phone keyboard and tapping the connection button (free of charge);
 - logging in to Mój Orange.

Enabling the service during a passive period

44. The Subscriber may also enable the Service when their Account is in the passive period (i.e. it is impossible to make outgoing calls) by sending a free text message:

Validity	7 days	31 days	31 days	93 days
Gross price	PLN 7	PLN 31	PLN 39	PLN 90
text message to 80630	AKT7 CYKL	AKT31 CYKL	AKT5G CYKL	AKT93 CYKL

45. The fee for Service activation shall be charged from the funds (PLN) blocked as part of the New Refund Guarantee service.

46. The Service fee may be charged successfully when the Subscriber has sufficient funds (PLN) from top-ups blocked under the New Refund Guarantee service.
47. The funds blocked under the New Refund Guarantee service that remain after the fee has been charged shall be restored to the Subscriber's Account with validity as specified below.
48. Purchasing the Service shall establish a new validity date for the Account and all funds accrued to it. The Account shall become active, and the Subscriber shall be able to make outgoing calls and receive incoming calls. For outgoing calls, the validity shall be the Service validity period + 1 day. If after purchasing the Service, Account validity for receiving incoming calls were shorter than 93 days, it shall be set to full 93 days from the end of Service validity for outgoing calls.
49. No additional fee shall be charged for restoring the validity of the remaining funds on the Subscriber's Account after purchasing the Service.
50. The Subscriber shall be notified in a text message about purchasing the Service within 24 hours from the moment they order Service purchase.
51. The validity period for the Service shall be calculated in full calendar days. The first full day of Service validity shall be the day following the one when Service activation has been confirmed for the Subscriber's number (i.e. the incomplete day when the Subscriber activated the Service shall not be included in its validity period).

Additional information

52. The Service shall work in Poland and with roaming in Zone 1 as well as from Zone 1 to Poland, as per the price list for roaming services for Subscribers of pay-as-you-go offers.
53. The Service shall not work for international, abbreviated or special numbers specified in the Price Lists for the services within individual plans (the price lists are available at www.orange.pl), as well as to the following numbers: 501808080, 501800800, 510800800, 510100100, 510200200, 510500500, 502000525, 510600600, 5014566456, 501400400, 501400300, 501300300, 502333333, 501200123, 510440440, 510900900.
54. For the funds within the data package, the Subscriber may use the Internet in Poland, with APN set to: internet (where APN means access point name).
55. Data transfer speed within the data package depends on the data transfer technology – 5G (Carrier Aggregation with 4G LTE), LTE, HSDPA, 3G (UMTS), EDGE or GPRS – currently used by the Subscriber. In order to use a given technology, the Subscriber needs to be within its range and use a device that supports that technology; for 5G and LTE technologies, they need to have a SIM card that supports LTE. Data transfer speeds may vary and depend in particular on the base station load, the strength of the signal received from the station, maximum speeds supported by end devices, and weather conditions. The estimated maximum data transfer speeds are presented in the table below:

Mobile technology type	Estimated maximum download speed	Estimated maximum upload speed
5G (Carrier Aggregation with 4G LTE)	370 Mb/s	70 Mb/s
4G LTE (Carrier Aggregation)	225 Mb/s	45 Mb/s
3G (HSPA+DC)	37 Mb/s	6 Mb/s
2G (EDGE)	0.236 Mb/s	0.192 Mb/s

Orange will provide 3G-technology services until mid-2023. From mid-2023, Orange will be gradually phasing out that technology. In certain areas, using the service based on the 3G technology will not be possible. Orange predicts that the 3G technology will be discontinued completely in December 2025. From that moment on, accessing the services specified in these Terms and Conditions based on the 3G technology will not be possible. Information on the technologies and technical aspects of the service may be obtained at the phone-based customer service centre. For an indicative map of the availability of the individual technologies visit <http://zasieg.orange.pl>.

56. Operating principles for the functionality of data transfer speed reduction after the funds from the data package have been used (hereinafter: the Funnel) for the duration of the Service: When during data transfer within the Service validity period, funds from the data package are used up and the Subscriber does not have funds from any other data package, then the subsequent transfer will be offered free of charge at the speed of 64 kb/s until the end of the Service validity period, subject to the sections below.
 - a. The Subscriber shall be notified about Funnel activation in a text message.
 - b. Disabling the Funnel: the Subscriber may disable the Funnel free of charge and unlock the full speed based on the principles set out below.
 - c. In order to disable the Funnel, send a "STOP LEJEK" text message to the toll-free number 80733. Once the full speed is unlocked, the Subscriber shall be charged for data transfer based on the principles specified above.

- d. The Funnel may be disabled both before the package is used up, and once the Funnel is activated (i.e. it may be disabled throughout the Service validity period), subject to the next section.
 - e. It shall only be possible to disable the Funnel with respect to one active Service; it may not be disabled permanently.
 - f. The Subscriber shall not have the option to cancel the order to disable the Funnel and to re-activate the Funnel once it has been disabled.
 - g. Suspending the Funnel: When the Funnel is active and the Subscriber activates another data package, the Funnel shall get suspended until the funds available within the newly activated package are used up, and re-activated once they are spent (unless the validity period has expired for the package for which the Funnel has been enabled).
 - h. When the Subscriber has received free-of-charge funds for data transfer as part of any available special offers, the Funnel shall get suspended until those funds are used up, and re-activated once they are spent (unless the validity period has expired for the package for which the Funnel has been enabled).
57. This service has priority over data transfer covered by the funds accrued to the Special Offer Account or Main Account.
58. When the Subscriber has the "Unlimited calls and texts + data package" service enabled in any variant, and orders the Service to be enabled, the remaining days of the validity period and the GBs within the "Unlimited calls and texts + data package" service shall be transferred to the newly enabled Service. Simultaneously, the "Unlimited calls and texts + data package" service shall be discontinued.
59. When the Subscriber's plan changes to one where the Service is unavailable, or to a subscription-based or mixed plan, the Service shall be discontinued.
60. The Service shall remain in force until further notice, and the Operator reserves the right to discontinue providing the Service at any time without stating the reason. If the Service ceases to be offered, the Subscriber who enabled it prior to its cancellation may use the Service until the last day of its validity period.
61. These Terms and Conditions may be found on www.orange.pl, in Orange stores and in Orange partner stores.
62. In all matters not stipulated in these Terms and Conditions, the provision of the Service shall be governed by the applicable telecommunications service terms and conditions for pay-as-you-go Subscribers, the current service price lists, and the terms and conditions for the Subscriber's plan.
63. The service is provided by Orange Polska Spółka Akcyjna with its registered office and address in Warsaw (02-326) at Al. Jerozolimskie 160, entered in the Register of Business Entities kept by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, under KRS number: 0000010681; business statistical identification number (REGON): 012100784, tax identification number (NIP): 526-02-50-995; share capital: PLN 3,937,072,437 (fully paid-up).