

Regulations of the CPaaS Service and Additional Service

I. General Provisions

1. The Regulations mean the Regulations of the CPaaS Service and the Additional Service and the documents referred to in these Regulations, i.e. the price list, the service specification and the General Terms and Conditions.
2. The CPaaS Service is a service of giving the Client the use of functionalities according to the offer and security parameters posted on <https://www.netart.com>. The fee for providing the CPaaS Service and the Additional Service is determined according to the price list provided at <https://www.netart.com>.
3. Any capitalised terms not defined in these Regulations will have the meanings given to them in the General Terms and Conditions.

II. Ordering the Service

1. Ordering the CPaaS Service or the Additional Service involves the Client filling in an electronic service order request or proceeding to use the service directly.
2. Placing an order or joining the service is equivalent to concluding an agreement between the Client and netart.com for the provision of the CPaaS Service or the Additional Service on the terms and conditions specified in the Regulations, price list, offer and security parameters.
3. By concluding the contract, the Client declares that they have read and accept all provisions of the Regulations, price list, offer and security parameters.

III. Availability of the Service

netart.com guarantees the Availability of the CPaaS Service and the Additional Service at the level specified in the General Terms and Conditions.

IV. Use of the Service

1. The Client declare that they:
 - a) will not use the CPaaS Service or the Additional Service contrary to its purpose and specified parameters,
 - b) will not use the CPaaS Service or the Additional Service to send unsolicited commercial information (spam),
 - c) as part of the CPaaS Service and the Additional Service, will use mailing lists containing only the data of those persons who have agreed to receive e-mails from the Client
 - d) will not use the CPaaS Service or the Additional Service to attack or interfere with other servers located on the internet or the netart.com network (e.g. DoS attacks),
 - e) will not use the CPaaS Service or the Additional Service to post or distribute information containing unlawful content,
 - f) will not use the CPaaS Service or the Additional Service in a manner that could violate the rights of third parties, including copyrights,
 - g) the format of e-mail addresses for contacts, to which he will carry out the sending of messages, will be in accordance with the RFC Internet standard, defining the protocol for sending electronic mail, including in particular RFC 5321 and RFC 5322 and others relating to the transmission of electronic mail,
 - h) will only send e-mails to existing e-mail addresses, and authorises netart.com to verify the e-mail addresses of the contacts to which he will send e-mails, including in particular the right to remove non-existing e-mail addresses from the contact list.
2. The Company netart.com is entitled to all proprietary copyrights to the content made available to the Customer as part of the CPaaS Service or the Additional Service (including, in particular, rights to graphics or templates), constituting works within the meaning of the provisions of the Act of February 04, 1994 on Copyright and Related Rights (Journal of Laws of 2000, No. 80, item 904, as amended) and subject to protection under the provisions of the aforementioned Act.
3. The netart.com Company shall grant to the Customer, for the duration of the contract for the CPaaS Service or Additional Service, a non-exclusive, fee-for-service license to use the works referred to in Section. IV. 2., subject to Section IV.4., in the following fields of exploitation:
 - a) in terms of recording and reproduction of the work - the production of copies of the work by a specific technique, including printing, reprography, magnetic recording and digital technique,
 - b) with regard to dissemination of the work - public performance, exhibition, display, reproduction, as well as broadcasting and re-broadcasting, as well as making the work available to the public in such a way that anyone can have access to it at a place and time of their own choosing.
4. When exercising the rights under the license referred to in Section IV.3, the Customer may use the works only as part of the functionality in the tools made available to him by netart.com, as part of the CPaaS or Additional Service provided.

V. Final provisions

1. The CPaaS Service and the Additional Service may be provided only to Clients who use the Client Panel according to the provisions of the General Terms and Conditions. The condition for the provision of the CPaaS Service and the Additional Service by netart.com to the Client is that the Client accepts the General Terms and Conditions.
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2. The relationship between netart.com and the Client is governed exclusively by the provisions of the substantive law of the Republic of Poland. The above provision shall not limit the rights acquired under the law by a Consumer residing in the territory of the European Union.
3. Any disputes that may arise from the agreement between the Client and netart.com, which cannot be resolved using the complaint procedure, will be settled by a common court of law with jurisdiction over the seat of netart.com. The place of provision of the service is the registered office of netart.com.
4. The language applicable to the conduct and settlement of disputes referred to in Section V.3 above and settled by Polish courts, shall be Polish.
5. For matters not regulated in the Regulations, the provisions of the General Terms and Conditions will apply.
6. Regulations as of 19/12/2024.

