

Terms and conditions of the Monitoring test2speed.com Service

I. General Provisions

- 1. The Monitoring test2speed.com Service Provider is the company netart.com Sp. z o.o. with its registered office in Krakow, ul. Pana Tadeusza 2, 30-727 Krakow, registered in the Register of Entrepreneurs kept by the District Court for Krakow Śródmieście in Krakow, XI Commercial Division of the National Court Register under KRS no.: 0001000590, with a share capital of PLN 1,000,000.00 (in words: one million zloty), REGON no.: 523601938, NIP no.: 6793252454, email address: contact@netart.com hereinafter referred to as netart.com.
- 2. The Regulations mean the Regulations of the Monitoring test2speed.com Service and the documents referred to in these Regulations, i.e. the price list, the service specification, the safety parameters and the General Terms and Conditions.
- 3. The Monitoring test2speed.com 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 Monitoring test2speed.com Service is determined according to the price list provided at https://www.netart.com.
- 4. 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. Placing an order for the Monitoring test2speed.com 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 Monitoring test2speed.com 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. Service Availability

1. netart.com guarantees the Availability of the Monitoring test2speed.com 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 Monitoring test2speed.com Service contrary to its purpose and specified parameters,
- b) will not use the Monitoring test2speed.com Service to attack or interfere with other servers located on the internet or the netart.com network (e.g. DoS attacks),
- shall not use the Monitoring test2speed.com Service to interfere with the operation of the servers and websites it monitors.
- Netart.com shall have the right to block monitoring of servers and websites about which there are complaints
 regarding their operation, which may be related to improper use of the Monitoring test2speed.com Service.
 In this situation, the Customer is not entitled to a refund, for the period of blocking the operation of the
 Service.

V. Final Provisions

- The Monitoring test2speed.com 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 Monitoring
 test2speed.com Service by netart.com to the Client is that the Client accepts the General Terms and
 Conditions.
- 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 VI.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.
- Regulations in the version of 12.08.2025.