General Terms and Conditions

I. Preliminary Provisions

1. The General Terms and Conditions, hereinafter referred to as the GTC, define the rules under which services are provided to the Client and the Registrant by netart.com sp. z o.o. with its registered office in Cracow, Pana Tadeusza 2, 30-727 Cracow, entered into the business register of the National Court Register kept by the District Court XI Commercial Division in Cracow under KRS number: 0001000590, NIP: 6793252454, share capital: PLN 1 000 000,00 (in words: one million zloty) – hereinafter referred to as netart.com.
2. A Client is an entity that enters into a service agreement with netart.com.
3. The Consumer is a natural person who enters into an agreement with netart.com that is not directly related to his/her economic or professional activity.
4. The Entrepreneur is a natural person, legal person or organisational unit that is not a legal person to whom the Act confers legal capacity, conducting a business or professional activity in its own name.
5. The Registrant is an entity on whose behalf an Internet domain has been or is to be registered.
6. The Regulations are model agreements for individual services, the acceptance of which is necessary to order and use these services.
7. Force Majeure is an external event that is impossible to foresee and impossible to prevent by the exercise of due diligence.
8. Service Availability is the visibility of the service on the first router outside the netart.com network. The Service Availability Guarantee applies to all devices owned and managed by netart.com and netart.com's network infrastructure. The Service Availability time includes interruptions related to the operation or maintenance of the system, carried out in order to maintain or improve the quality of services provided by netart.com, or to carry out necessary repairs or remove system failures.
9. The Subscription Model is an agreement model for services provided by netart.com in which the fee is set and charged in advance, for the entire Subscription Period, in accordance with the service specification and price list published on https://www.netart.com. The agreement for the provision of a service settled under the Subscription Model is concluded for a fixed period of time, equal to the Subscription Period.
10. The Pay-per-Use Model is an agreement model for services provided by netart.com in which the fee is set for the actual use of the parameters and is settled on an ongoing basis from the balance of the Advance Account or Voucher Account, in accordance with the service specifications and price list published on https://www.netart.com. The agreement for the provision of a service settled under the Pay-per-Use Model is concluded for a fixed period of time, from the date of ordering the service or commencement of its use, until the last day of the same month, subject to Sections X.5 and X.6. The agreement for the provision of a service settled under the Pay-per-Use Model may be terminated by the Client at any time, by the Client ceasing to use the service and submitting to netart.com a notice of termination of the agreement. The notice referred to in the preceding sentence shall be made in writing under pain of nullity, by submitting it with a handwritten signature or using a qualified electronic signature. A Client who is a Consumer residing in the territory of the European Union may also submit a notice in the form of a regular e-mail sent from the contact address in the Client Panel. The termination of the agreement referred to above shall take effect on the next business day following receipt by netart.com of the Client's notice of termination.
11. The Advance Account is a functionality in the Client Panel, assigned to a specific Main Service, which enables the ongoing settlement of charges for this service and Additional Services operating together with the Main Service. The Advance Account balance is credited by making advance payments in a form acceptable to netart.com. The balance of the Advance Account is intended solely for the settlement of the service to which it is linked.
12. The Voucher Account is a functionality in the Client Panel, assigned to a specific service in the Pay-per-Use Model, which allows for ongoing settlement of payments for this service. The Voucher Account balance is credited by the activation of codes made available to Clients by netart.com. The balance of the Voucher Account is intended solely for the settlement of the service to which it is linked. The balance of the Voucher Account does not constitute cash that can be transferred to overpayments, transferred to the Client's designated bank account or otherwise paid out.
13. The Subscription Payment is a method of payment for netart.com services, performed through a licensed payment processor, using a credit or debit card, without the Client's involvement each time.
14. An Advance Invoice is an invoice issued for payments towards the balance of an Advance Account. The Advance Invoice constitutes an invoice within the meaning of Article 106f(1) of the Value-Added Tax Act of 11 March 2004 (Journal of Laws of 2004, No. 54, item 535, as amended).
15. The Settlement of Advance Payments is a document which is not an invoice within the meaning of Article 106f item 1 of the Value-Added Tax Act of 11 March 2004 (Journal of Laws of 2004, No. 54, item 535 as amended). It informs about the balance of the Advance Account. The Settlement of Advances is prepared in cycles covering full calendar months.
16. The Subscription Period is the period for which the service in the Subscription Model is made available to the Client or the Registrant, but no longer than that specified in the price list and the electronic request for ordering the service.

17. The Trial Period is the period for which the service is made available to the Client free of charge, the length of which is set out in the specifications on https://www.netart.com.
18. The Main Service is a service independent of other services, provided under the Subscription Model or the Pay-Per-Use Model.
19. An Additional Service is a service provided under the Subscription Model or the Pay-per-Use Model, that operates in conjunction with the Main Service, in accordance with the Additional Service specification and price list published at https://www.netart.com, but is not part of the Main Service. The Additional Service may be ordered either together with the Main Service or at any time within the duration of the agreement for the Main Service.
20. The contract for the provision of the Additional Service is concluded in the Subscription Model for the Subscription Period which ends at the latest at the end of the Subscription Period of the Main Service, under the terms set forth in clause I.9 or in the Pay-Per-Use Model, under the terms set forth in clause I.10.
21. Suspension of service is the temporary discontinuation of the Service provided to the Client by netart.com in the Pay-Per-Use Model or the Additional Service provided in the Pay-Per-Use Model due to the Client's failure to settle the amount due for these services.
22. The GDPR is Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
23. The content of the agreement between netart.com and the Client shall be determined in each case by the GTC, the relevant Regulations and, if provided for a given service, the specifications, security parameters and other documents referred to in the Regulations. Ordering the service is equivalent to a statement that you have read the contents of these documents that pertain to the ordered service and accept them without reservation.
24. All terms defined in the GTC have the same meaning in the Regulations, unless stated otherwise in the Regulations.
25. In order to use the services provided by netart.com, it is necessary for the Client to have a device with Internet access and the current version of Mozilla Firefox or another equivalent Internet browser installed.
26. By accepting the GTC, the Client hereby agrees to receive invoices, Advance Invoices, their adjustments and Settlements of Advance Payments only in electronic form to the e-mail address provided in the Client Panel. Upon the express request of a Client who is an Entrepreneur, netart.com shall also provide them with an invoice, an Advance Invoice, their adjustment or a Settlement of Advance Payments in writing for an additional fee, by registered post or courier service sent to the address specified in the Client Panel.
27. A Client who is not a Consumer agrees that netart.com may use his/her data for promotion, advertising and market research purposes, as well as the use of his/her trademarks in reference letters, unless he/she raises an objection to the contrary.
28. By using domain parking on netart.com DNS servers or netart.com hosting services, the Client or the Registrant consents to displaying, respectively, commercial information and advertisements for products and services offered by netart.com at the address of the parked domain or the address directing to the root directory of the hosting service.

II. Client Panel

1. In order to request and manage the services provided by netart.com to the Client and the Registrant, it is necessary for the Client to create an account in the IT system provided by netart.com, hereinafter referred to as the Client Panel.
2. When creating an account in the Client Panel, the Client shall specify a unique ID and password for the use of the Client Panel. The Client is obliged not to disclose the authorisation data in the Client Panel to third parties. netart.com shall not be held liable for the consequences of disclosure, by the Client or persons acting on their behalf or for their benefit, of the identifier or password. netart.com undertakes to take all technically possible and reasonable steps to protect the data stored in the Client Panel from access and interference by third parties, as well as from unauthorised use of the Client Panel.
3. A Client setting up an account in the Client Panel is given the possibility of disposing of overpayments by means of instructions issued from the Client Panel. Overpayments can be used to pay for a service at netart.com.
4. If the Client or the Registrant breaches the provisions of the General Terms and Conditions or the Regulations by which the Client or the Registrant is bound, as well as the security parameters and specifications applicable to a given service, in particular if netart.com services are used for activities that are unlawful, immoral or infringe the rights of third parties, netart.com may block the services provided or suspend access to the account in the Client Panel.
5. netart.com reserves the right to delete an account in the Client Panel in which there has been no active service for the last 3 months.
6. The provisions of the GTC also apply to the Affiliate Programme.
7. The setting up of an account in the Client Panel by the Client and the acceptance of the provisions of the GTC implies acceptance of the provisions of the Affiliate Programme Regulations published at https://www.netart.com.

III. Personal data

1. The Client is required to provide true and complete data in the process of setting up an account in the Client Panel. In the event that it is determined that the data provided by the Client is not true or complete, netart.com has the right to delete the account in the Client Panel together with the services ordered using that account and to terminate all agreements between it and the Client and the Registrant relating to the services ordered using that account. Prior to the termination of the agreements, netart.com will call on the Client to correct or complete the data by sending an appropriate request to the e-mail address provided in the Client Panel and setting a deadline of at least 2 days for carrying out these actions.

2. The administrator of the Client's and Registrant's personal data is netart.com sp. z o.o. with its registered office in Krakow.

3. netart.com has the right to process the Client's personal data necessary for the provision of the services. The provision of the personal data specified in the form when setting up an account in the Client Panel is voluntary (Art. 6(1)(a) and (b) GDPR). Failure to provide personal data may prevent the proper provision of services.

4. netart.com has the right to process the Client's personal data necessary for the activation of the Subscription Payment. The provision of personal data specified in the Subscription Payment activation form is voluntary and takes place on the basis of consent (Article 6(1)(a) of the GDPR). Failure to provide this personal data may make it impossible to pay for netart.com services using the Subscription Payment mechanism.

5. The Client has the right to access and correct his/her personal data via the Client Panel and to request the deletion of his/her data if it was collected in violation of the law or is no longer necessary for the purpose for which it was collected.

6. netart.com has the right, in order to provide the service and to the extent necessary for its provision, to transfer the Client's personal data to the following entities:

a) nazwa.pl Sp. z o.o. with its registered office in Krakow, ul. Pana Tadeusza 2, 30-727 Krakow, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Krakow Śródmieście in Krakow, XI Commercial Department of the National Court Register under KRS number 0000594747.

b) NetArt Registrar Sp. z o.o. with its registered office in Krakow, ul. Pana Tadeusza 2, 30-727 Krakow, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Krakow Śródmieście in Krakow, XI Commercial Department of the National Court Register under KRS number 0000532637.

c) Adyen N.V., Simon Carmiggeltstraat 6-50, 1011 DJ Amsterdam, the Netherlands, mailing address: PO Box 10095,1001 EB, Amsterdam, the Netherlands, and

d) Netim limited liability company, 264 Avenue Arthur Notebart, 59160 Lille, France, registered under number 451394720 RCS Lille.
The recipients of the Client's personal data may also be the entities specified at https://www.netart.com/gdpr/.

7. The processing of the Client's personal data by the entities listed in clause III.6 is voluntary, but may be necessary to provide the service or for the electronic payment.

8. The Client has the right to rectify his/her personal data if it is incorrect, and the right to request the completion of incomplete personal data.

9. The Client has the right to request the immediate deletion of his/her personal data in the following cases:

a) the personal data are no longer necessary for the purposes for which they were collected or otherwise processed;

b) the Client has withdrawn consent for the processing of his/her personal data;

c) the Client has objected to the processing of his/her personal data for marketing purposes;

d) the Client has objected to the processing of his/her personal data (including profiling) based on a legitimate interest pursued by netart.com or by a third party, unless there are compelling legitimate reasons for the processing of that personal data that are superior to the interests, rights, and freedoms of the Client, or there are reasons for establishing, asserting or defending claims.

10. The Client has the right to request the restriction of the processing of his/her personal data in cases where:

a) he/she questions the correctness of the personal data – for a period of time allowing netart.com to verify the correctness of the data;

b) the processing is unlawful (e.g. consent has not been given for the processing of the data when it was necessary) and the Client objects to the deletion of his/her personal data, requesting instead a restriction on its use;

c) netart.com no longer needs the Client's personal data for the purposes of the processing, but it is needed by the Client to establish, assert or defend claims;

d) the Client has objected (under Article 21(1) of the GDPR) to the processing of his/her personal data – until it is determined whether the legitimate grounds for netart.com are superior to the grounds of the Client's objection.

11. If the Client has requested a restriction of processing, netart.com will not process the Client's personal data without the Client's consent, except for storing them, or for the establishment, assertion, or defense of claims, or for the protection of the rights of another natural or legal person, or for compelling reasons of public interest of the EU, or a Member State. The Client will be informed before the restriction is lifted.

12. The Client also has the right to object when their personal data is processed for direct marketing purposes, including profiling, to the extent that the processing is related to direct marketing. Once an objection has been raised, netart.com will not process their personal data for direct marketing purposes (including profiling). The Client has the right to object via automated means using technical specifications.

13. The Client has the right to receive in a structured, commonly used machine-readable format his/her personal data that he/she has provided to netart.com, and has the right to send this personal data to another controller without hindrance from netart.com, if:

a) the processing is based on consent given or on a contract for the performance of which the processing is necessary, and

b) the processing is carried out by automated means.

14. The Client may request that, in the case referred to in pt. 13 above, his/her personal data shall be sent directly to another controller, insofar as this is technically possible.

15. The Client has the right to withdraw consent to the processing of his/her personal data at any time, but this does not affect the lawfulness of the processing carried out based on the consent before its withdrawal.

16. The Client has the right to lodge a complaint with the President of the Office for Personal Data Protection regarding the processing of their personal data.

17. In the case of a Client or Registrant who is an individual and who is a Consumer, netart.com has the right to carry out a procedure to verify the data provided by such Client or Registrant and to request copies of documents confirming the Client's or Registrant's identity, in particular a scan of the relevant document. The copy of the identity document should make it possible to read the full name, series and number of the identity document, date of issue and expiry date of the document. The Client or the Registrant is obliged to blur all other data on the delivered document before delivering the aforementioned copy. If a copy of the document is provided without first blurring the redundant data, netart.com will, at its option, either restrict the processing of the data and delete the redundant data or delete the provided copy of the document after confirming the identity of the Client or the Registrant.

18. A Client or Registrant who is a natural person and a Consumer may also comply with the obligation set out above by:

a) sending a statement of the veracity of the data, signed with a qualified electronic signature,

b) sending a statement of the veracity of the data, signed with a notarised signature.

19. In the case of a Client or Registrant who is not a Consumer, netart.com has the right to request the provision of documents certifying the conduct of business activities or other documents to certify the legal status.

20. netart.com will send the request referred to in Sections III.17 and III.19 to the Client or the Registrant at the e-mail address provided in the Client Panel.

21. The Client or Registrant, upon request by netart.com, is obliged to provide copies of the documents referred to in sec. III.17, III.18 and III.19 within ten days of the request to send copies of the documents.

22. By accepting the T&Cs, the customer declares that it has been informed of the rights described in points III.8 - III.16.

23. The rights described in paragraphs III.8-III.16 also apply to the Registrant, respectively.

24. With respect to services where netart.com acts as a processor of personal data on behalf of the Client, netart.com has the right to further entrust the processing of personal data to the extent necessary for the provision of the service to the company nazwa.pl Sp. z o.o. with its registered office in Krakow, ul. Pana Tadeusza 2, 30-727 Kraków, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków Śródmieście in Kraków, XI Commercial Division of the National Court Register under KRS number 0000594747.

IV. Obligations and responsibilities of netart.com

1. netart.com is obliged to provide its services with due diligence.

2. As regards the services provided to the Client or the Registrant, netart.com shall not liable for:

a) permanent or temporary inability to provide the service and for non-performance or improper performance of the service due to Force Majeure or any other circumstance for which netart.com, in accordance with generally applicable law, is not responsible,

b) the Client's or Registrant's lost profits,

c) the permanent or temporary inability to provide the service, as well as the inadequate provision of the service for reasons attributable to third parties through whom the service is provided,

d) the consequences of improper use, by the Client, Registrant or third parties acting on behalf of or for the Client or the Registrant, of the service provided by netart.com, in particular the resulting breakdown or permanent damage to hardware, equipment, operating system, software, or damage to or loss of data,

e) the consequences of the operation of the software supplied by netart.com, in particular the resulting breakdown or permanent damage to the hardware, devices, operating system, software, or damage to or loss of data,

f) the consequences of a breach of the service agreement by the Client or the Registrant,

g) the consequences of the use of information, software or content downloaded by the Client or the Registrant from the Internet, if these do not originate from netart.com,

h) the consequences of the Client or the Registrant sharing any content with third parties using the service,

i) the consequences of the use of information authorizing access to the service by third parties, if these third parties have gained possession of this information as a result of its disclosure by the Client or the Registrant

or as a result of insufficient protection of the information by the Client or the Registrant against access by such third parties,

j)   failure to deliver messages addressed to or sent by the Client, Registrant or users in cases where these messages constitute unsolicited commercial information or in other cases of blocking of the delivery of messages as indicated in the specifications of the service in question.

3.   The liability of netart.com to the Client or the Registrant in connection with the service provided to it is in any case limited to the value of the fee paid by for the provision of this service.

4.   The provisions of the GTC referred to in Section IV. 2. b, c, e and Section IV.3 shall not apply to an agreement concluded with a Consumer residing in the territory of the European Union.

V. Obligations and responsibilities of the Client and the Registrant

1.   The Client and the Registrant are obliged to inform netart.com of any changes to the data entered in the Client Panel, otherwise the data will be deemed up-to-date. The above provision shall not apply to a Consumer residing in the territory of the European Union.

2.   The Client is obliged to make timely payments for services.

3.   The Client and the Registrant are obliged to provide true personal data.

4.   The Client and the Registrant are obliged to compensate netart.com for any damage caused through their fault.

5.   The Client and the Registrant are obliged to co-operate with netart.com in possible court and out-of-court disputes with third parties who will claim netart.com's liability related to the services provided to the Client.

6.   As part of the service provided by netart.com, the Client may process personal data only in the event of concluding a personal data processing agreement with netart.com. The provisions of the preceding sentence shall not apply to a Client who is a Consumer residing in the territory of the European Union and who processes personal data in the course of activities of a purely personal or domestic nature.

VI. Obligation to comply with the law

1.   The Client and the Registrant are obliged to use the services provided by netart.com in a manner consistent with their intended use, as well as in a manner that does not violate the rights of third parties and the provisions of the applicable law.

2.   In the event of obtaining credible information on the unlawful nature of the use of the service, and in particular on the unlawful nature of the data stored by the Client on the provided disk space, netart.com has the right to block access to such data and also to block the service provided. netart.com shall immediately inform the Client of the blocking of access to the data or the blocking of the provision of the service, by e-mail, requesting the cessation of the breach within an appropriate period of not less than 24 hours. Until the infringements are stopped, netart.com has the right to block access to the data or the provision of the service. Once the reason for blocking access to the data or the provision of the service has ceased, netart.com will immediately restore access to the data or resume the provision of the service.

3.   If netart.com becomes aware of the Client's or Registrant's use of the service contrary to the GTC or the Regulations or contrary to the provisions of the law, netart.com has the right to process the Client's or Registrant's personal data for the purpose of establishing the Client's responsibility, as well as to transmit such data to the relevant public authorities.

4.   The Client undertakes to cooperate in combating the unlawful actions of users to whom the Client makes the service available, in particular to provide data enabling the identification of the user by relevant public authorities. The Client is responsible for the way the service is used by third parties to whom the Client makes the service available.

5.   The Client declares that for any elements provided by the Client for the purpose of netart.com's provision of services to the Client, where the provision of such elements is necessary (in particular graphic, sound and literary works), the Client holds the appropriate licences or other appropriate rights to use such elements in connection with the service provided by netart.com. If reasonable doubts arise in this regard, netart.com reserves the right to request the Client to submit a statement, in writing or otherwise, as to the subject matter and extent of such rights. In the event that the Client fails to submit such a statement or where it is apparent from the content of the statement that the Client has no relevant rights, netart.com may refuse to use the items provided.

6.   The company netart.com opposes the dissemination of terrorist content in accordance with Regulation (EU) 2021/784 of the European Parliament and of the Council of April 29, 2021 on countering the dissemination of terrorist content on the Internet (EU 2021/784) and illegal content in accordance with Regulation (EU) 2022/2065 of the European Parliament and of the Council of October 19, 2022 on the single market for digital services and amending Directive 2000/31/EC (Digital Services Act), as follows:

a)   reports of illegal content can be sent to netart.com via a dedicated form, which is available on the netart.com website;

b)   unless the report is made anonymously, netart.com will inform the reporting person by e-mail that it has received the report and how it will be investigated. netart.com will inform the Client of the receipt of a legitimate report in accordance with section VI.2;

c)   in order to ensure the security of the services provided, the process of identifying certain violations may use algorithmic decision-making, in particular to combat spamming, DDOS attacks or attacks on the Client's application;

d) The company netart.com has established a contact point for direct electronic communication with Clients, Subscribers, authorities of European Union member states, the European Commission and the Digital Services Board, and for the electronic receipt of removal orders and disclosure orders. The contact point can be reached by e-mail at abuse_dsa@netart.com. Clients and Subscribers may also use other means of communication, as indicated on the netart.com website;

e) complaints about the actions taken in relation to illegal content may be filed under the terms of section XI.

VII. Service Availability

1. In order to provide the service with due diligence, netart.com has the right to update the software on the servers through which the service is provided.

2. netart.com reserves the right to make the briefest possible technical interruptions in the operation of the service at the time of least load, related to the operation and maintenance of the system, of which it will notify the Client.

3. Where the Regulations for a given service so provide, netart.com guarantees the Availability of that service during its Subscription Period and, in the case of services in the Pay-per-Use Model during the period in which such service is active, at a level of 99.9% over that period. In the event of interruptions in the operation of the service during the paid Subscription Period, the total duration of which exceeds the maximum permissible duration of service unavailability, netart.com, after positive consideration of the Client's complaint, undertakes to extend the Subscription Period of the service by 2 days for each commenced 24 hours of the total duration of the interruptions. netart.com shall not otherwise be held responsible for the Service Availability in the case of services provided to a Client who is not a Consumer.

4. When using the services, the Client is obliged to use a software version that is supported by the manufacturer of this software. netart.com shall not be held liable for the Client's use of software that is not supported by the manufacturer, in particular it is not liable for the security and stability of the service provided.

VIII. Payments

1. The fee for the provision of the service shall be determined in accordance with the price list published on the website https://www.netart.com, applicable for the service in the Subscription Model at the time of its order or issuance of a pro forma invoice for the next Subscription Period, and for the service in the Pay-Per-Use Model at the time of the actual provision of such service (usage of service parameters).

2. Fees are paid on the basis of a proforma invoice using payment methods accepted by netart.com. Failure to pay the proforma invoice by the date specified therein or failure to make the Subscription Payment will result in cancellation of the order assigned to that proforma. The fees paid are indivisible.

3. netart.com reserves the right to change the prices of the services, whereby in the case of services in the Subscription Model, the change shall only take effect from the next Subscription Period and in the case of services in the Pay-Per-Use Model from the first day of the following month, subject to GTC, sec. VIII.4.

4. netart.com, at least 14 days in advance, shall inform the Client, who has used the service under the Pay-Per-Use Model within the last 45 days, of the change in the price of this service by sending a message to the e-mail contact address.

5. netart.com, at least 30 days in advance, shall inform the Client using the Subscription Payment of the price change for the service to which the subscription applies by sending a message to the e-mail contact address.

6. A Client who does not use the Subscription Payment is required to make a payment to pay for the service or to pay for the balance of the Advance Account. In the case of payment made by third parties, the fee will be credited to the service or to the balance of the relevant Advance Account, provided that a unique service identifier or the number of the paid proforma invoice is specified. In this case, the Client confirms the will to conclude the agreement, expressed through a third party who made the payment, by using the service.

7. The specific technical requirements or consents on which the Client's use of Subscription Payments is conditional are defined in the Service Regulations, in the offer, on the website https://www.netart.com, or as information displayed in the Client Panel and accepted by the Client by ticking the relevant checkbox in the process of ordering the service or enabling Subscription Payments.

8. The invoice for the provision of the service, the Advance Payment Invoice for payments to the Advance Account balance, its adjustments and the Advance Payment Settlement are issued to the Client's data as set out in the Client Panel.

9. An invoice for the provision of services or an Advance Invoice shall be issued by the 15th day of the month following the month in which the payment was recorded in the netart.com account. Either the Invoice or the Advance Invoice shall be made available via the Client Panel.

10. The Client who is a Consumer declares that they request the activation of the service before the expiration of 14 days of the date of a properly placed order. Services provided under the Subscription Model shall be activated after the payment for ordering these services is recorded in the netart.com account.

11. By accepting these GTC, the Client agrees that refunds of payments or refunds of advance payments will be transferred to overpayments in the Client Panel. The Client has the right to freely use the funds from the overpayments in the Client Panel, and in particular to allocate them to the payment for netart.com proforma invoices, to replenish the balance of the Advance Account, and to give instructions for reimbursement in the manner specified by the Client.

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12. The date of payment is the date when the payment is credited to the netart.com bank account. When making payments for services of netart.com, the banking costs of the transaction and commissions charged by payment institutions shall be paid by the Client.

IX. Ordering the service for the next Subscription Period

1. By accepting the GTC, the Client requests netart.com to inform periodically the Client, before the end of the current Subscription Period, via e-mail to the e-mail address indicated in the Client Panel, about the expiration of the Subscription Period and the fees for ordering the service for the next Subscription Period, and to send the corresponding pro forma invoice. This request is intended to ensure continuous and seamless use by the Client and the Registrant of the services provided by netart.com during the next Subscription Period.
2. The Client shall order the service for the next Subscription Period by making a payment to the bank account specified by netart.com according to the pro forma invoice sent, for the provision of the service for the next Subscription Period.
3. The Client is obliged to make the payment to order the service for the next Subscription Period before the deadline indicated in the pro forma invoice or, if there is no deadline, no later than seven days before the end of the current Subscription Period.
4. The Client, by making a payment to order the service for the next Subscription Period or, in the case of a payment made by a third party, by proceeding to use the service, declares that he/she has read and accepts the current regulations for the provision of this service, the price list and, if provided for a given service, the specifications, security parameters and other documents referred to in the Regulations, and thus an agreement for the provision of the service for the next Subscription Period is concluded.
5. Once the payment has been recorded in netart.com bank account for the provision of the service in the next Subscription Period, the service will be provided in the next Subscription Period, calculated from the date of the end of the current Subscription Period.
6. Failure to make a payment to the netart.com bank account for the provision of the service in the next Subscription Period, before the end of the current Subscription Period, will result in the blocking of access to the service immediately after the expiry of the current Subscription Period. Failure to make a payment for the Main Service for which there are Additional Services operating in conjunction with this Main Service shall also result in the blocking of access to all Additional Services. The Client agrees to store the data collected as part of the Main Service and Additional Services for a period of 21 consecutive days, starting from the end of the current Subscription Period.
7. If within 14 days of the end date of the current Subscription Period, netart.com records a payment in the bank account for the provision of the Main Service in the next Subscription Period, access to this service will be unblocked and the expiry date of the service will be set according to the end date of the next Subscription Period. In the case described in the preceding sentence, access to the Additional Services operating in conjunction with the Main Service will also be unblocked, and the expiry date of the Additional Services provided under the Subscription Model will be set in accordance with the end date of the next Subscription Period of the Main Service.
8. Failure to make a payment to the netart.com bank account for the provision of the service in the next Subscription Period, by the 14th day after the end of the current Subscription Period, will result in the removal of the service and the Additional Services ordered for this service, together with the data stored within them, and termination of the agreement for the provision of this service and the Additional Services. If the Subscription Period of the Main Service ends and the agreement for the next Subscription Period is not concluded in the manner and within the timeframe specified in Section IX.7 of the GTC, the funds accumulated in the Advance Account assigned to this service will be automatically transferred to the overpayments in the Client Panel.

X. Special provisions concerning the Pay-Per-Use Model

1. The prerequisite for the activation and use of the ordered services in the Per-Use Model is the active balance of the Advance Account or the Voucher Account.
2. The balance of the Advance Account or the Voucher Account should be matched to the planned level of use in order to allow the continuity of the service to be maintained.
3. If, within 14 days from the date of termination of the contract in the Pay-Per-Use Model due to termination by the Client, netart.com records a payment allowing the use of the service assigned to the Advance Account or the Voucher Account, a new contract will be concluded on the existing terms and conditions together with access to the data collected under this service.
4. Lack of funds in the Advance Account and the Voucher Account will result in the suspension of the Pay-Per-Use Model services associated with these Accounts.
5. Failure to credit an Advance Account or the Voucher Account with funds allowing for ongoing billing of services in the Pay-per-Use Model within 14 days of their suspension will result in termination of the agreement due to the Client's fault and deletion of the data stored within these services.
6. The crediting of the Advance Account or the Voucher Account with funds enabling current billing for services in the Pay-Per-Use Model within 14 days from their suspension will result in granting these services by netart.com under the previous terms and conditions, and the contract will be terminated on the last day of the month in which the services are resumed.

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7. The Client agrees to store the data collected from the service in the Pay-Per-Use Model for a period of 21 days from the date of termination of the contract or for a period of 7 days from the date of termination of the contract due to the Client's fault pursuant to sec. X.5.

8. The Client has the right to issue, at any time, an instruction to transfer the funds accumulated in the Advance Account to the overpayments in the Client Panel.

XI. Complaint procedure

1. A complaint must be made in writing under pain of nullity, by submitting a statement with a handwritten signature, using a qualified electronic signature or in the form of a regular e-mail sent from the contact address in the Client Panel. The complaint should specify:

a) Client's or Registrant's data enabling contact with the him/her, including data enabling identification of the person making the complaint as the Client or the Registrant,

b) the service to which the complaint relates,

c) the Client's or Registrant's objections to the indicated service,

d) the circumstances justifying the complaint,

e) the Client's or Registrant's request, if any, related to the complaint.

2. The complaint should be filed by the Client or Registrant or a person duly authorised to represent the Client or Registrant. The complaint must be accompanied by a document from which the authorisation is evident.

3. netart.com is obliged to respond to the complaint in the form of an e-mail within 14 days of the date of its receipt, specifying whether it accepts the complaint and how it intends to handle it, or informing about the lack of grounds for accepting the complaint, along with the reasons for its position. If it is necessary to clarify additional circumstances related to the services provided to netart.com by third parties, netart.com shall send information on the need to clarify these circumstances within 7 days. The provision set out in the preceding sentence shall not apply to a Consumer residing in the territory of the European Union.

XII. Termination of the agreement

1. The Client and the Registrant who is a Consumer residing in the European Union has the right to withdraw from an agreement concluded with netart.com within 14 days of its conclusion, by sending a completed and signed withdrawal form, a specimen of which is available at https://www.netart.com, to the mailing address of netart.com or signed with a qualified electronic signature to the e-mail address of netart.com or in the form of a regular e-mail from the contact address in the Client Panel to the e-mail address of netart.com.

2. netart.com has the right to terminate the agreement for the provision of a given service if the Client or Registrant violates the provisions of the agreement, in particular clauses V.1-V.6 of the GTC.

3. netart.com also has the right to cease providing the service to the Client or the Registrant in question immediately and to terminate the agreement for the provision of this service if:

a) The Client or Registrant uses the service inconsistently with the parameters or purpose specified in the regulations of the individual services,

b) The Client or Registrant acts to the detriment of netart.com, other netart.com clients or Internet users,

c) The Client, within the scope of the service provided by netart.com, will process personal data without an agreement of outsourcing of personal data processing concluded with netart.com.

4. Before discontinuing the provision of services, netart.com will request by e-mail the Client or the Registrant who is a Consumer residing in the territory of the European Union to cease the infringements setting an appropriate period of not less than 24 hours.

5. Termination of the agreement shall be made in writing under pain of nullity by submitting a notice with a handwritten signature or using a qualified electronic signature. A Client or Registrant who is a Consumer residing in the territory of the European Union may also submit a notice of termination of the agreement in the form of a regular e-mail sent from the contact address in the Client Panel.

XIII. Final Provisions

1. The provisions of the GTC are general provisions, and matters regulated by them may be regulated differently by specific provisions contained in the Regulations.

2. netart.com reserves the right to amend the GTC and individual Regulations for important reasons, including but not limited to: changes in the law, imposition of certain obligations by state authorities, changes in the technical conditions for providing the service, changes in the terms and conditions of services provided by third parties to netart.com necessary for the provision of netart.com services, changes in average wages, changes in electricity prices, changes in the consumer price index (inflation), changes in the prices of telecommunications and computer equipment, changes in the range of services offered, improvements in the services provided and the Client or the Registrant service, improvements in the protection of Client or Registrant privacy, fraud prevention and security considerations, organisational changes or legal transformations of netart.com. A change only in the legal form of netart.com, a change of the business name, as well as changes resulting from changes in the law which do not affect the specification, quality and provision of the service, do not constitute an amendment to the agreement. netart.com will inform the Client and the Registrant about the changes by e-mail to the contact e-mail address. A Client or Registrant who is a Consumer residing in the European Union has the right to submit a notice of termination of the agreement within 14 days of being informed by netart.com of the changes. This period for a Client and the Registrant who is not a Consumer is 7 days.

3. The Client or Registrant shall provide the notice referred to in Section XIII.2 in writing under pain of nullity by submitting the notice with a handwritten signature or using a qualified electronic signature. A Client or Registrant who is a Consumer residing in the European Union may submit a notice referred to in Section XIII.2 also in the form of a regular e-mail sent from the contact address in the Client Panel.

4. The changes referred to in clause XIII. 2. shall take effect on the ineffective expiration of the termination notice period.

5. In case of effective submission of the declaration referred to in clause XIII.2, netart.com must refund the fees and advances paid by the Client, in proportion to the benefits not used by the Client.

6. The relationship between netart.com and the Client or the Registrant 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.

7. Any disputes that may arise from the agreement between the Client or the Registrant 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.

8. The language applicable to the conduct and settlement of disputes referred to in Section XIII.7 above and settled by Polish courts, shall be Polish.

9. In matters not regulated in the General Terms and Conditions and the Regulations, generally applicable provisions of law will apply, and the provisions of the General Terms and Conditions and Regulations do not exclude the application of mandatory provisions of law.

10. Should any provisions of the GTC or the Regulations be found to be legally invalid or ineffective, this circumstance will not affect the validity and effectiveness of the remaining provisions, unless it is clear from the circumstance that, without the invalid or ineffective provision, the contract between netart.com and the Client would not have been concluded.

11. GTC as amended on 17.02.2024.