

Partnership Programme Regulations

I. General Provisions

1. The organiser of the Partnership Programme is 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 in the Regulations referred to as netart.com.
2. The legal basis of the netart.com Partnership Programme is provided by these Regulations, which, together with the General Terms and Conditions, set out the rules of the netart.com Partnership Programme. The content of the Regulations, and the General Terms and Conditions are available at <https://www.netart.com>.
3. The netart.com Partnership Programme, hereinafter referred to as the Partnership Programme, means a program aimed at recommending services provided by netart.com. The Partnership Programme covers services offered by netart.com, unless the regulations of a given service or the regulations of a given service promotion state otherwise.
4. The Partner of the Partnership Programme, hereinafter referred to as the Partner, is an entity having an account in the Client Panel, recommending services provided by netart.com according to the rules described in the Regulations.
5. The Partnership Programme Points, hereinafter referred to as the Points, are points saved in the Partner's Client Panel in the mode described in detail in section III. of the Regulations.
6. The Partnership Programme Prize, hereinafter referred to as the Prize, is a benefit that the Partner may receive in exchange for accumulated Points upon the combined fulfilment of the conditions described in the Regulations. The Prizes will be issued according to the terms and conditions set out in the Regulations.
7. Any capitalized terms not defined in the Regulations will have the meaning given to them in the General Terms and Conditions.

II. Partners of the netart.com Partnership Programme

1. With the exclusion of employees of netart.com and employees of subsidiary companies of netart.com, the Partner may be any entity that creates an account in the Client Panel and recommends the services of netart.com in the manner specified in the Regulations, in particular by providing a discount code. Consumers use the Client Panel for an individual, while Entrepreneurs use the company's Client Panel.
2. Participation in the Partnership Programme is voluntary.
3. Creating an account in the Client Panel is a prerequisite for participation in the Partnership Programme.
4. The Partner is obliged to provide accurate data in the Client Panel. If it is found that the data provided by the Partner is not accurate, netart.com has the right to delete the Partner's account in the Client Panel along with the accumulated Points and refuse to issue the Prize to the Partner.
5. The Partner is obliged to provide netart.com with data enabling netart.com to issue the Prize and to fulfil its record-keeping tax obligations according to the provisions of applicable law.
6. The provision of data required by law and necessary to issue the Prize, will take place at the time the Partner submits the instruction to issue the Prize in the Client Panel.
 - a) In the event that the Partner refuses to provide data and submit documents required by the provisions of the applicable law to enable the issuance of the Prize and the fulfilment by netart.com of record-keeping tax obligations, netart.com has the right to refuse to issue the Prize to the Partner.
 - b) In the event of any change to the Partner's data, the Partner is obliged to update it immediately in the Client Panel, under pain of consequences of letters or e-mails being sent to addresses which are not updated, and of exclusion from participation in the netart.com Partnership Programme.

III. Recommending services and accruing points

1. The Partner receives Points for the service purchased by the Client using the discount code granted to the Partner by netart.com, and for ordering such purchased service for the next Subscription Period.
2. The discount on the service order is granted according to the amount specified on <https://www.netart.com>, only for services provided under the Subscription Model, for the first Subscription Period.
3. The prerequisite for awarding Points to a Partner for a service under the Subscription Model, purchased by a Client to whom the Partner has recommended this service, is:
 - a) recording full payment for the service in the netart.com's bank account,
 - b) not exercising by the Client the statutory right of withdrawal from the service purchase agreement within the period prescribed by law - if the Client to whom the Partner has recommended the service is a Consumer.
4. The prerequisite for awarding Points to a Partner for a service under the Pay-per-Use Model, purchased by a Client to whom the Partner has recommended this service, is:
 - a) the actual use of the parameters of such a service by the Client and the effective payment for such a service,
 - b) not exercising by the Client the statutory right of withdrawal from the service purchase agreement within the period prescribed by law - if the Client to whom the Partner has recommended the service is a Consumer.

5. Points for services purchased under the Pay-per-Use Model, are accrued on a monthly basis, within 7 days after the end of each month, based on the Advance Settlement made available to the referred Client by netart.com. Advance settlement documents the actual use of services, billed under the Pay-per-Use Model, used by the referred Client.
6. The crediting of the Advance Account is not the basis for awarding Points to the Partner.
7. In the event of services under the Subscription Model, the Partner receives Points at the moment of recording, in a form acceptable to netart.com, the payment for the service purchased using the discount code by the Client to whom the Partner has recommended the service.
8. In a situation where it turns out that the Partner has more than one Client Panel, the Points will not be accrued and the Partner will not be entitled to receive the Prize.
9. In the situation of transferring any service covered by the Partnership Program between Client Panels owned by different entities or by the same entity, the Points for concluding by the Client an agreement for the next Subscription Period concerning this service will not be accrued.
10. Points will not be accrued for recommending domain registration services, for domains transferred from netart.com within the last 12 months.
11. The basis for accrual of Points are the net amounts paid by the Client to whom the Partner has recommended the service or the net amounts taken from their Advance Account.
12. Where Points are calculated as a percentage of the amount paid, the number of Points awarded to the Partner will be calculated according to the following formula:

$$(A*B) / C$$

A – the net amount paid by the Client to whom the Partner recommended a service or the net amount taken from their Advance Account, determined in the currency in which the payment for the service was made;

B – the percentage of the amount paid by the Client to whom the Partner has recommended a service, as established in the Partnership Programme, which is the basis for calculating the number of Points awarded to the Partner;

C - the reference exchange rate of the currency in which the Client paid for the service recommended by the Partner (the quoted currency) to the base currency of the Euro (EUR), in force at the European Central Bank at 18:00 CET on the day preceding the day on which the payment for the service was posted or preceding the day on which the Advance Settlement was made available to the Client, determined in accordance with the presentation format used by the European Central Bank. If payment for the service is made in euro (EUR), C is equal to 1.

If there are decimal places, the resulting value is rounded up to the nearest natural number.

13. Points accumulated under the Partnership Programme are saved in the Partner's account in the Client Panel.
14. In the event that the balance of Points under the Partnership Programme is different from zero, netart.com is entitled to contact the Partner in order to provide information about the accumulated Points.
15. In the event that the action of the Partner is contrary to the provisions of the Regulations, provisions of applicable law or good morals, or aims to circumvent them, netart.com has the right not to accrue Points or not to issue the Prizes in full amount to the Partner.

IV Use of Points and Issuance of the Prize

1. Under the conditions specified in Regulations, the Partner may exchange Points for a Prize.
2. The minimum number of Points which can be exchanged for a Prize is 100 Points. This provision does not apply in the event of termination of cooperation with the Partner in cases described in sections V.2 and 3 of the Regulations.
3. Where the Prize is a cash benefit, when exchanging Points for a Prize, each 1 (one) Point is EUR 1 (one euro), unless specified otherwise in the Terms and Conditions, regulations of a particular service or regulations of a particular promotion. Payment of the Prize in another convertible currency is possible after all terms and conditions of such payment have been individually agreed with netart.com and will be made at the reference exchange rate of the convertible currency to the base currency of the Euro (EUR) in force at the European Central Bank at 18:00 CET on the day prior to the day on which the terms and conditions of the payment of the Prize are agreed. In the case of payment of the Prize to Partners who are active taxpayers of goods and services tax, not exempt from this tax, the amount resulting from the conversion of Points will be increased by the applicable goods and services tax, at the rate in force on the date of payment of the Prize.
4. Points are exchanged for a Prize by the Partner giving the relevant instruction to issue the Prize via the Client Panel.
5. Where the Prize is a cash benefit, the Prize will be transferred to a bank account specified by the Partner. In the situation where the Prize is a cash benefit, the Partner who is an Entrepreneur is obliged to make out, and then send to the e-mail address partnershipprogram@netart.com or to the address of the registered office of netart.com, an invoice or bill with the description of the subject: "Prize for the recommendation of services".
6. Where the Prize is a cash benefit, the following rules for incurring and settling costs related to the payment and transfer of the Prize will apply:
 - a) for transfers made within the Single Euro Payments Area (SEPA), the payment of the Prize is exempt from the obligation of the Partner to pay additional fees to netart.com;

- b) for other foreign or currency transfers not listed in section 6(a), the Partner will reimburse netart.com for the costs incurred by netart.com in processing the transfer when paying the Prize to the Partner's bank account in the amount of EUR 25 and will cover the banking costs associated with the payment of the Prize in the SHA model, in which the fees for sending the transfer are charged to the payer and any costs of receiving and posting the transfer, including the costs of intermediary banks, are paid by the recipient. The amount of the Prize issued to the Partner will be reduced by the amount of the cost incurred by netart.com, which will be offset against the corresponding part of the Prize when it is paid out, to which the Partner agrees, and by any costs of collecting and crediting the transfer of the Prize. If the cost incurred by netart.com as referred to in the preceding sentence exceeds the value of the Prize, netart.com will refuse to release the Prize.
7. If it turns out that in connection with the issuance of the Prize, netart.com will be obliged to pay public debts, in particular as a payer, the amount of the Prize will be reduced by such debts. If it turns out that the Prize issued to the Partner involves an obligation on the part of netart.com to pay such dues, in particular as a payer, the amount corresponding to the amount of such dues will be returned by the Partner to netart.com.
8. Before issuing the Prize, netart.com may verify the documents submitted by the Partner and the number of Partner Points.
9. The Prize will be transferred within 7 days according to the instruction made by the Partner in the Client Panel.
10. Information about the Points awarded to the Partner for recommending the netart.com service is available at <https://www.netart.com>. Where Points are calculated as a percentage of the amount deposited, this information includes the interest rate. Information about the number of Points awarded to the Partner for recommending the netart.com service, the number of Points converted into a Prize and the number of Points remaining for the Partner to use is available in the Client Panel.

V. Final provisions

1. The points remain valid for a period of 12 months of the date they are awarded. After this period, the validity of the Points expires and it is not possible to convert them into Prizes under the netart.com Partnership Programme.
2. netart.com has the right to change the Regulations, including changing the type of services for which Points are awarded, the number of Points awarded for recommending selected services and the rules for conversion of Points into Rewards. netart.com will inform the Partner about the change by e-mail to the contact e-mail address, sending the Regulations in the new wording. The Partner has the right to object, which means that the Partner cancels their participation in the Partnership Program. An objection 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. An objection should be submitted within 14 days of the date of notifying the Client of the change in the Regulations and sending them a new version of the Regulations. This period for a Partner who is not a Consumer is 7 days. Effective filing of an objection entitles the Partner to redeem the collected Points and submit an instruction to exchange them for a Prize within 14 days of the date of filing the objection, under the rules in effect as of the date preceding the date of amendment of the Regulations.
3. netart.com has the right to terminate the Partnership Programme at any time by informing the Partners of this fact by e-mail to the contact e-mail address. Partners have the right to submit a Prize release instruction via the Client Panel by selecting a Prize release instruction in the Client Panel within a maximum period of 30 days of the date of termination of the Partnership Programme.
4. netart.com has the right to exclude a Partner or a Client, to whom the Partner has recommended a service, from participation in the Partnership Program, in the case that there is a premise indicating actions of the Partner or the Client which are contrary to the provisions of the Regulations, provisions of applicable law or good morals. In particular, but not exclusively, it is forbidden to recommend services to yourself. In the event that a Partner is found to be recommending services to themselves, netart.com has the right to exclude the Partner from the Partnership Programme along with cancellation of any accrued Points and Prizes.
5. The relationship between netart.com and the Partner 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.
6. Any disputes that may arise from the agreement between the Partner 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.
7. The language applicable to the conduct and settlement of disputes referred to in Section V.6 above and settled by Polish courts, shall be Polish.
8. For matters not regulated in these Regulations, the provisions of the General Terms and Conditions will apply.
9. Regulations as of 05.10.2023.