Regulations for the provision of domain registration service and related services

I. General Provisions

1. The Regulations mean the Regulations for the provision of domain registration service and related services, and the documents referred to in these Regulations, in particular the price list and General Terms and Conditions, and Domain Registration Rules published at https://www.netart.com.
2. Domain means a unique string of alphanumeric characters available for registration, consisting of a name and an extension offered by a given Registrar.
3. Registering a domain means placing the domain name with the corresponding name server addresses in the zone file corresponding to the name of the domain to be registered, on the main name server of that zone. The fee for providing the service is determined according to the price list provided at https://www.netart.com.
4. The Registrar is the entity responsible for the registration of domain names in the database of the Registry Operator, with whom the internet domain registration contract is concluded.
5. The Registry Operator is the entity that manages the registration of domain names in the zone for which it is responsible, controls the allocation rules for these domain names, and technically operates its zone by generating a zone file containing name server addresses for each registered domain name.
6. Electronic Assignment means one of the forms of changing the Registrant or changing some of the Registrant's data, as defined in these Regulations.
7. New Registrant means an entity whose data was provided by the Client representing the existing Registrant during the initiation of the Electronic Assignment procedure and who is to assume the rights under the domain registration contract.
8. Domain Registration Period means the Subscription Period of the service.
9. Any capitalised terms not defined in these Regulations will have the meanings given to them in the General Terms and Conditions.
10. In relation to the domain, the delegation of which points to the DNS servers of netart.com, the DNS system can be secured with an extension in the form of DNSSEC, aimed at increasing information security, and a CAA record, protecting the domain from the issuance of SSL certificates from offices other than those specified in this record.
11. Detailed rules for the registration and maintenance of domains, resulting from the specifics of the operation of the domain registry by a particular Registry Operator, are specified in the Domain Registration Rules available at https://www.netart.com. The Domain Registration Rules have been developed on the basis of regulations in force at Registry Operators and Registrars and may be subject to updates based on information obtained by netart.com on changes in regulations introduced by these entities.

II. Personal Data Protection

1. netart.com has the right to process the Client's and Registrant's personal data necessary for the provision of the service.
2. The provision of the Registrant's personal data indicated when ordering a domain is voluntary, but necessary for the purpose of domain registration.
3. The Client is obliged to provide the Registrant with the right to inspect and correct their personal data.
4. netart.com has the right, in order to perform the service and to the extent necessary to perform the service, and to perform all activities, including legal activities, related to domain registration, to transfer the personal data of the Client and the Registrant to the following entities:
a) 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 ("NetArt Registrar"),
b) Netim limited liability company, 264 Avenue Arthur Notebart, 59160 Lille, France, registered under number 451394720 RCS Lille ("Netim"),
c) specified in the Domain Registration Rules.
5. The recipients of the Registrant's and Client's personal data may also be the entities specified at https://www.netart.com.
6. The Client, by accepting the Terms and Conditions, declares that the Registrant has been informed about the data of netart.com specified in the General Terms and Conditions, the data of entities that are recipients of their personal data and the principles of processing of their personal data and their rights under the General Terms and Conditions.

III. Ordering domain registration service and domain related services

1. Placing an order for a domain involves the Client filling in an electronic service order request.
2. By entering into an agreement on the basis of the provisions of the Regulations (i.e., depending on the circumstances: by ordering a service, making a payment or joining a service paid for through a third party), the Client declares that they have read and accept the Regulations in full.
3. Placing an order for a domain by the Client is equivalent to concluding an agreement between the Registrant and netart.com for the representation of the Registrant by netart.com in the scope of registration and maintenance of the domain and provision of services related to the domain, based on the authorisation granted to netart.com by the Registrant. The scope of authorisation for netart.com includes all legal and

factual actions taken in the name of the Registrant and concerning the domain, and doing everything that becomes necessary and indispensable in connection with the domain according to netart.com, in particular:

a) choice of a Registrar or registration intermediary company,

b) conclusion of a domain registration agreement on behalf of the Registrant,

c) changing the selected Registrar or registration intermediary company, and applying to the existing Registrar, Registry Operator or registration intermediary company for the issuance of an authinfo code, collection of the authinfo code, and entering into a domain registration agreement with the newly selected Registrar on behalf of the domain Registrant, under the terms of registration and maintenance of internet domain names,

d) domain service on netart.com DNS servers,

e) securing the domain in the DNS system with the DNSSEC extension,

f) securing the domain in the DNS system with a CAA extension to protect the domain from the issuance of SSL certificates from authorities other than those specified in this record.

4. In the event that the Client is not also a Registrant, the Client will be responsible for the existence and scope of the authorisation for representation given by the Registrant to netart.com. The Client will also be responsible for the existence and scope of the authorisation granted to the Client by the Registrant to take any other activities provided for in the Regulations. The authorisation given by the Registrant to the Client will include performance of all activities provided for in the Regulations, including but not limited to the provision of personal data of the Registrant who is a natural person and the granting of consent on behalf of the Registrant for the processing of such data to the extent specified in the Regulations.

5. netart.com enters into an agreement on behalf of the Registrant on the basis of the authorisation granted directly by the Registrant or through the Client with the relevant Registry Operator, Registrar and with the service providers listed in the Regulations.

6. The Client will be liable for any damages incurred by netart.com as a result of ordering the provision of domain registration and domain related services without the Registrant's authorisation, and providing the Registrant's personal data without or in excess of authorisation.

7. Notwithstanding the provisions of the Regulations, the Client is obliged at the request of netart.com to promptly present the authorisation referred to in sections III.3. and III.4.

8. Detailed rules for domain registration are available on the websites of the Registry Operators of respective domains, a list of which can be found at https://www.netart.com. Registry Operators have the right to change the rules specified in the preceding sentence at any time. Such changes will not constitute an amendment to these Regulations.

IV. Global domain registration rules

1. Registration of global domains .com, .net, .org, .info, .biz takes place on the basis of an agreement between netart.com and NetArt Registrar. The Client, on behalf of the Registrant, declares that in the case of ordering a global domain, they accept the contents of the Domain Registration Agreement with NetArt Registrar available at https://www.netart-registrar.com.

2. In the case of registration of a .com, .net, .org, .info, .biz global domain, the domain name registration and maintenance rules established by the relevant Registry Operator and the domain name registration and maintenance rules established by ICANN available at https://www.icann.org, including the Uniform Domain Name Dispute Resolution Policy, shall apply.

V. Country-specific domain registration rules

1. Registration of country code top-level domains (ccTLDs), specified at https://www.netart.com, is carried out on the basis of an agreement between netart.com and Netim. The Client, on behalf of the Registrant, declares that in the case of ordering a country-specific domain, they accept the contents of Netim General Terms and Conditions, Netim General Terms and Conditions for Domain Names and, if required for a country-specific domain, the Specific Terms and Conditions, available at https://www.netim.com.

2. In the case of registration of a country-specific domain, the rules for registration and maintenance of domain names established by the relevant Registry Operator shall apply.

VI. .eu domain registration rules

1. Registration of an .eu domain is based on an agreement between netart.com and NetArt Registrar or an agreement between netart.com and Netim. Information about the partner through which .eu domain registration is performed is provided in the Domain Registration Rules at https://www.netart.com.

2. The Client, on behalf of the Registrant, declares that in the case of ordering an .eu domain through NetArt Registrar, they accept the contents of the .eu Domain Registration Agreement with NetArt Registrar available at https://www.netart-registrar.com.

3. The Client, on behalf of the Registrant, declares that in the case of ordering a .eu domain through Netim, they accept the contents of the Netim General Terms and Conditions, Netim General Terms and Conditions for Domain Names and, if required for an .eu domain, the Specific Terms and Conditions, available at https://www.netim.com.

4. In the case of registration of a .eu domain, the rules for registration and maintenance of domain names established by EURid, available at https://www.eurid.eu, including the Terms and Conditions for the registration of .eu domains, apply.

VII. nTLD registration rules

1. Registration of nTLDs specified at https://www.netart.com, is carried out on the basis of an agreement between netart.com and Netim. The Client, on behalf of the Registrant, declares that in the case of ordering

an nTLD, they accept the contents of Netim General Terms and Conditions, Netim General Terms and Conditions for Domain Names and, if required for an nTLD, the Specific Terms and Conditions, available at https://www.netim.com.

2. In the case of registration of an nTLD, the domain name registration and maintenance rules established by the relevant Registry Operator and the domain name registration and maintenance rules established by ICANN available at https://www.icann.org, including the Uniform Domain Name Dispute Resolution Policy, shall apply.

VIII. National characters

1. Registering a domain with national diacritical characters means registering only the ASCII (American Standard Code for Information Interchange) Compatible Encoding (ACE) form of a domain name containing national characters of the alphabet - Internationalised Domain Names (IDN), i.e. an internet domain name beginning with the characters 'xn--' (hereinafter referred to as ACE-IDN).
2. Domains with national diacritical characters are registered according to the standards described by documents RFC 3490, RFC3491, RFC 3492 (available at https://www.ietf.org) and according to the rules described in the document "idn-registration_rules" available at https://www.dns.pl.
3. The Registrant agrees to change the ACE-IDN format to another format in the event that a different format of IDN is adopted worldwide as an internet standard.

IX. Domain registration period

1. netart.com shall register the domain for the periods specified in the price list and the electronic service order request.
2. The smallest unit of the domain registration period is 1 year.
3. Domain registration periods are calculated starting from the registration date of the domain.

X. Domain registration procedure

1. netart.com agrees to register a domain with the name provided by the Client in the electronic domain order request completed in the Client Panel.
2. netart.com undertakes to register the domain only to DNS servers registered and visible in the global Whois database available at https://www.internic.com. netart.com has the right to refuse to change the domain delegation to unregistered DNS servers.
3. The domain registration takes place within 72 hours of the payment. The Client who is a Consumer declares that they request the registration of a domain before the expiration of 14 days of the date of a properly placed request.
4. A domain registration request that is not paid within the deadline specified on the proforma invoice will be removed from the queue for registration at netart.com and netart.com will inform the applicant of this via e-mail. The removal of the domain registration request from the queue for registration in netart.com will mean the termination of the agreement with netart.com.
5. If the payment is recorded after the deadline specified on the proforma invoice, the domain will be registered, subject to section X.6.
6. netart.com may refuse to register a domain if:
a) the domain is already registered or reserved,
b) there are previously initiated registration proceedings in relation to the domain name,
c) The Client has provided incomplete, false or erroneous data required by netart.com.
7. In the case of losing the right to a domain or transferring the domain to another service provider, netart.com does not refund the Client the cost of domain registration.

XI. Renewal of the domain registration period

1. Renewal of the domain registration period means registration of the domain for the next Registration Period.
2. The non-payment of the domain registration for the next Registration Period by the last day of the current domain registration period will mean termination of the agreement with netart.com on the following day.
3. netart.com allows the Client to restore a domain, which is understood to be the extension of the domain registration period after the expiration of the period for which the domain was registered. Domain restoration consists of the registration of a domain for another year starting from the domain expiration date.
4. netart.com undertakes to restore the domain against payment, in accordance with the price list, in the event that the date of payment of the appropriate amount for domain registration for the next Subscription Period falls no later than 72 hours before the expiration of the periods specified by the Registry Operators of the individual domains published on the Registry Operators' websites, a list of which can be found at https://www.netart.com.
5. netart.com shall not be held liable for the domain deregistration in the case of failure to make a timely payment related to the renewal of the domain registration period.

XII. Provision of authinfo code and transfer of a domain from another service provider to netart.com

1. netart.com shall provide an authinfo code upon written request of the Registrant delivered in person, by mail or electronically bearing a qualified electronic signature. The code is sent electronically to the Registrant's e-mail address and each time is provided with a qualified electronic signature of a netart.com employee. In the case of reasonable doubt as to the origin of the request for an authinfo code, netart.com has the right to require the provision of documents confirming the identity of the Registrant, as referred to in the General Terms and Conditions, depending on the legal status of the Registrant.

2. The transfer of a domain to another service provider shall be made in accordance with the rules defined by the Registry Operators. Detailed rules for domain registration are available on the websites of the Registry Operators of individual domains, a list of which can be found at https://www.netart.com.

3. The Client, by providing the data of the domain Registrant before transferring the domain from another service provider to netart.com, declares that this data is correct. netart.com shall not be held liable for consequences of incorrect Registrant data provided by the Client.

4. The Client, by submitting the domain for transfer, declares that they have the appropriate authorisation to act on behalf of the Registrant.

5. The transfer of a domain from another service provider to netart.com is made after the electronic request for domain transfer is properly completed.

6. In the case of domains the transfer of which from another service provider to netart.com involves the obligation to register the domain for the next Subscription Period, the process of transferring the domain starts within 72 hours from the moment the payment is recorded in the netart.com account. This payment is treated as a refundable deposit.

7. In the case of a domain transfer to netart.com, the refundable deposit paid by the Client may be credited towards the domain registration fee.

8. In the case of unsuccessful domain transfer, netart.com agrees to return the received refundable deposit to the Client, to the overpayments in the Client Panel.

9. In the case of transferring a domain from netart.com to another service provider, the new service provider will take over the management of the DNSSEC extension together with the domain service, and all DNSSEC entries will be removed from the netart.com DNS servers.

XIII. Publishing the Registrant's data in the Whois database

1. By registering a domain, the Client declares that the Registrant has read and accepts the rules of publication by the relevant Registry Operator or Registrar of the Registrant's data in the worldwide (publicly available) Whois domain information database, and netart.com shall not be held liable for the use of the data included in the Whois database.

2. Global domain Registrant's data may be protected in the Whois database using the Whois Privacy Service offered by netart.com under a separate agreement. Failure by a global domain registrant who is not an individual to use the Whois Privacy Service shall be equivalent to the Registrant's consent to the inclusion of the Registrant's data in the Whois database.

XIV. Change of Registrant Data

1. The change of the Registrant data can be carried out by the Client, after obtaining the Registrant's consent, from the Client Panel level, subject to the provisions regarding the change of the e-mail address and the name of the global domain and nTLD Registrant.

2. Updating the name of the Registrant, the e-mail address of the global domain and nTLD Registrant or changing the Registrant is possible either electronically or in writing. If electronic form is used, the Client initiates the update of the Registrant's name, e-mail address of the global domain and nTLD Registrant or change of the Registrant using the Client Panel. If written form is used, a corresponding request is generated, which, completed and signed, together with the necessary documents (if required), should be sent in the original by post to the postal address of netart.com.

3. In the case of updating the Registrant's contact details, netart.com agrees to submit the changes to the Registrar for entry into the Whois database within 72 hours of entering the new data into the Client Panel, subject to the provisions regarding the change of the e-mail address of the global domain and nTLD Registrant.

4. Subject to the provisions relating to the change of the name of global domain and nTLD Registrant, in the event of updating the Registrant's name, netart.com agrees to submit the changes to the Registrar for entry in the Whois database within 72 hours of receiving a properly completed original request for updating the Registrant's data or entering the changes into the Client Panel.

5. In the case of a change of the Registrant (regardless of the type of domain), e-mail address or name of global domain and nTLD Registrant carried out in writing, netart.com agrees to submit the changes to the Registrar for entry in the Whois database within 72 hours of receiving a properly completed original request for a change of the Registrant or for a change of the e-mail address or for a change of the name of the global domain and nTLD Registrant together with the required documents.

6. In the case of a change of the Registrant, (regardless of the type of domain), e-mail address or name of the global domain and nTLD Registrant carried out electronically (Electronic Assignment), netart.com agrees to submit the changes to the Registrar for entry in the Whois database within 72 hours of the proper completion of the Electronic Assignment procedure. netart.com will inform the Client about the correct completion of the Electronic Assignment procedure by email to the contact address.

7. In the case of a change of the name of .eu domain Registrant, netart.com agrees to initiate the Registrant change procedure within 72 hours of receiving a properly completed original request for a change of the Registrant with the required documents, if the change is made in writing. In the case of a change of the Subscriber carried out electronically (Electronic Assignment), netart.com agrees to initiate the procedure for changing the Subscriber within 72 hours of the correct completion of the Electronic Assignment procedure.

8. By providing the data of the New Registrant, the Client representing the existing Registrant submits the declaration referred to in sections II.6 and declares that the data provided is true, and that the New Registrant has consented to the processing of their personal data by netart.com.

9. The Electronic Assignment requires:
a) approval of the existing Registrant and the New Registrant to whom an email message is sent for this purpose. The Electronic Assignment procedure is completed upon its effective approval, following which the New Registrant assumes the rights under the domain registration and becomes the Registrant of that domain – in the event of a change of Registrant,
b) approval of the Registrant, to whom a message for this purpose is sent to the e-mail address, both existing and new. The Electronic Assignment procedure is terminated upon its effective approval – in the event of a change of e-mail address of the global domain and nTLD Registrant,
c) approval of the Registrant to whom an email message is sent for this purpose.
The Electronic Assignment procedure is terminated upon its effective approval – in the case of the Registrant's name change.
10. netart.com reserves the right to demand that Clients representing Registrants to present original written documents constituting the legal basis for the change of the Registrant (regardless of the type of domain) or the name of the global domain and nTLD Registrant or copies of such documents under pain of invalidating the Electronic Assignment.
11. The provision of this section does not apply to a change of e-mail address of a global domain and nTLD Registrant.
12. The Client initiating the Electronic Assignment procedure will be liable to netart.com for any damage incurred by netart.com as a result of carrying out such Electronic Assignment.

XV. Verification of the correctness of data of the global domain and nTLD Registrant
1. After the registration of the Registrant's first global domain and the Registrant's first nTLD, any change of the Registrant's contact information, change of the Registrant or transfer of the domain to netart.com, netart.com will verify the correctness of the Registrant's data, including e-mail address, in particular by sending the Registrant an e-mail message containing a link with a unique code, which the Registrant is obliged to click on within 15 days of receiving the message from netart.com or send back the unique code by e-mail. The receipt by netart.com of the indicated unique code in reply from the Registrant is equivalent to the Registrant's declaration of the correctness of the contact information specified by the Registrant. Verification does not apply to contact information identical to those for which verification was previously successful.
2. If the correctness of the Registrant's data is not confirmed in the manner and within the timeframe specified in section XV.1. above, netart.com will be entitled to suspend the domain. Domain suspension consists, in particular, in suspending the possibility of executing a domain transfer to another service provider, and changing the DNS servers of the domain to the DNS servers of the Registrar, including redirecting the domain to a page informing about the reasons for domain suspension.
3. In the case of obtaining information that the Registrant's e-mail address is outdated, as well as when it is probable that it is incorrect, does not exist or for any reason the e-mail from netart.com or the Registrar has not been delivered correctly, netart.com will be entitled to verify the Registrant's data according to section XV.1. or in any other way.
4. The method of confirming the correctness of the e-mail address referred to in section XV.1 above, will be specified in the content of the verification e-mail by netart.com.

XVI. Change of Client acting on behalf of the Registrant
1. The Registrant has the right to change the Client acting on their behalf in netart.com. The Client grants the Registrant or New Registrant, when the change of Client is made in the course of the Electronic Assignment procedure, irrevocable consent to submit to another Client selected by the Registrant or New Registrant a statement on the transfer to the selected Client of all rights and obligations of the existing Client concerning the domain as to which the change of Client takes place. The Registrant or the New Registrant will also be authorised to take over the rights and obligations from the existing Client for their own benefit acting as the Client.
2. The change of the Client acting on behalf of the Registrant in netart.com is made free of charge and can be carried out by:
a) transfer of the domain upon written request or electronically with the consent of the Registrant – on the basis of a request generated or a form completed by the Client taking over the right to act for the Registrant from the Client Panel. The Client taking over the right to act for the Registrant will declare that they have the power of attorney to represent this Registrant,
b) online transfer of a domain with the consent of the Client – transfer of the right to represent the Registrant by that Client (authorised to act for the Registrant) to the Client seeking to act for the Registrant. The Client seeking to act for the Registrant will declare that they have the power of attorney to represent this Registrant.
3. In the case of a change of the Client acting on behalf of the Registrant performed upon written request, the completed and signed original of the request should be sent by post to the postal address of netart.com.
4. The change of the Client acting for the Registrant takes place within 72 hours from the receipt by netart.com of a duly completed request for a change of the Client acting for the Registrant, or within 72 hours of the online transfer of the right to represent the Registrant by the Client holding the authority to act for the Registrant to the Client seeking to act for the Registrant.

XVII. Final Provisions
1. The domain registration service may be provided only to a Client who uses the Client Panel according to the provisions of the General Terms and Conditions. The condition for the provision of the service by netart.com to the Client is that the Client accepts the General Terms and Conditions.

2. Transferring a domain to another service provider will mean termination of the agreement for domain registration and related services concluded with netart.com.

3. 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.

4. 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.

5. The language applicable to the conduct and settlement of disputes referred to in Section XVII.4 above and settled by Polish courts, shall be Polish.

6. For matters not regulated in these Regulations, the provisions of the General Terms and Conditions will apply.

7. Regulations as of 05.10.2023.