

## Regulations of the Hosting Service and Additional Service

### I. General Provisions

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

### II. Ordering the Service

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

### III. Service Availability

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

### IV. Use of the Service

1. The Client declare that they:
  - a) will have the necessary authorisation to use the self-installed software on the Hosting Service and the Additional Service,
  - b) will not use the Hosting Service or the Additional Service contrary to its purpose and specified parameters,
  - c) will not use the Hosting Service or Additional Service as a data repository, in particular as a mirror of another server, for data storage,
  - d) will not run on the Hosting Service or Additional Service any processes running continuously in the background, in particular those whose sole purpose is to download data from the internet to the server, from peer2peer, peer2mail or other networks for data distribution,
  - e) will not use the Hosting Service or Additional Service to send unsolicited commercial information (spam),
  - f) will not use the Hosting Service or Additional Service to attack or interfere with other servers located on the internet or the netart.com network (e.g. DoS attacks),
  - g) will not use the Hosting Service or Additional Service to store data backup,
  - h) will not place on the Hosting Service or Additional Service any elements (e.g. data or graphic files) used by other services not hosted within the Client's Hosting Service or Additional Service,
  - i) will not use the Hosting Service or Additional Service to post or distribute information featuring unlawful content or to post services with warez content.
2. The Client will be responsible for self-updating all applications installed on the Hosted Service or Additional Service.
3. As a prerequisite for the use of third-party applications on the Hosting Service or Additional Service, the Client shall accept the provisions of the licences available through the websites of the providers of these applications.

### V. Final provisions

1. The Hosting Service and the Additional Service may be provided only to Clients who use the Client Panel according to the provisions of the General Terms and Conditions. The condition for the provision of the Hosting Service and the Additional Service by netart.com to the Client is that the Client accepts the General Terms and Conditions.
2. The relationship between netart.com and the Client is governed exclusively by the provisions of the substantive law of the Republic of Poland. The above provision shall not limit the rights acquired under the law by a Consumer residing in the territory of the European Union.
3. Any disputes that may arise from the agreement between the Client and netart.com, which cannot be resolved using the complaint procedure, will be settled by a common court of law with jurisdiction over the seat of netart.com. The place of provision of the service is the registered office of netart.com.
4. The language applicable to the conduct and settlement of disputes referred to in Section V.3 above and settled by Polish courts, shall be Polish.
5. For matters not regulated in the Regulations, the provisions of the General Terms and Conditions will apply.
6. Regulations as of 05.10.2023.