

Regulations of the Mail Backup Service

I. General Provisions

1. The Regulations mean the Regulations of the Mail Backup Service and the documents referred to in these Regulations, i.e. the price list, service specification, General Terms and Conditions and Software Licence.
2. The Mail Backup Service is a service that allows the Client to make a backup copy of e-mail messages using software provided by netart.com, and maintain it on the disk space provided by netart.com according to the specifications published at <https://www.netart.com>. The fee for providing the Mail Backup 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.
4. The Mail Backup Service is offered using software provided by <https://www.netart.com>, operating under a Software Licence (hereinafter: the "Licence"), and each Client using this software is obliged to comply with its provisions.

II. Ordering the Service

1. Placing an order for the Mail Backup 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 Mail Backup Service under the terms and conditions specified in the Regulations, price list and offer.
3. By concluding the contract, the Clients declare that they have read and accept all provisions of the Regulations, price list and offer.

III. Service Availability

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

IV. Use of the Service

1. In order to use the Mail Backup Service, it is necessary to have an internet-enabled device with an operating system that complies with the specifications available at <https://www.netart.com> and to install software used to manage the e-mail message backup process, which can be downloaded via <https://www.netart.com>.
2. The use of the Mail Backup Service is possible only with software in the current version provided by netart.com, which means that the Client hereby agrees to apply automatic updates to the software, in particular updates that, in the opinion of netart.com, will be of a critical nature for the purpose of ensuring the proper and secure functioning of the software. The purpose of giving this consent is to ensure that the Mail Backup Service is provided properly by netart.com to the Client.
3. The Client is obliged to comply with all licensing requirements related to the software to be used in connection with the provision of the Mail Backup Service.
4. The Client declare that they:
 - a. have the knowledge that will guarantee the proper use of the Mail Backup Service and software provided by netart.com,
 - b. are the sole entity responsible for managing e-mail messages processed in the Mail Backup Service,
 - c. have their own copy of the e-mail messages stored on the netart.com disk space, and the copy of the e-mail messages stored on the netart.com disk space is not the only one they have,
 - d. will not use the Mail Backup Service contrary to its purpose and specified parameters,
 - e. will not undertake any actions which may adversely affect the security of the services provided by netart.com and netart.com's networks and information and communication systems, and the security of users using the services of netart.com,
 - f. will not use the Mail Backup Service in a manner that could violate the rights of third parties, including copyrights,
 - g. will not use the Mail Backup Service to process information containing unlawful content.
5. Backup copies of the Client's e-mail messages are encrypted using a password established by the Client, which is inaccessible to netart.com. The Client is solely responsible for the consequences of losing this password.
6. The Client acknowledges that the loss of the password results in the inability to decrypt the Client's e-mail messages from the backup copy maintained on netart.com servers in the Mail Backup Service provided.
7. The Client is required to obtain internet access on its own, and netart.com shall not be held liable for the use of the Client's data transmission limit in connection with the Mail Backup Service provided.

V. Final provisions

1. The Mail Backup 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 Mail Backup Service by netart.com to the Client is that the Client accepts the General Terms and Conditions and the Licence.
2. Acting on the basis of the provisions of the Licence, netart.com declares that the software on the basis of which the Mail Backup Service is provided is not covered by any contractual warranty, and the Client's rights

under statutory warranty (without prejudice to the absolute rights of statutory warranty to which Clients who are also Consumers residing in the territory of the European Union are entitled) are excluded to the fullest extent permitted by law.

3. 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.
4. 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.
5. The language applicable to the conduct and settlement of disputes referred to in Section V.4 above and settled by Polish courts, shall be Polish.
6. For matters not regulated in the Regulations, the provisions of the General Terms and Conditions and the Licence shall apply.
7. Regulations as of 05.10.2023.