Regulations of the VPS Service

I. General Provisions

1. The VPS Service Provider is the company netart.com Sp. z o.o. with its registered office in Krakow, ul. Pana Tadeusza 2, 30-727 Krakow, registered in the Register of Entrepreneurs kept by the District Court for Krakow – Śródmieście in Krakow, XI Commercial Division of the National Court Register under KRS no.: 0001000590, with a share capital of PLN 1,000,000.00 (in words: one million zloty), REGON no.: 523601938, NIP no.: 6793252454, email address: contact@netart.com - hereinafter referred to as netart.com.
2. The Regulations mean the Regulations of the VPS Service and the documents referred to in these Regulations, i.e. the price list, service specification and General Terms and Conditions.
3. The VPS Service is a service of giving the Client the use of functionalities according to the offer provided at https://www.netart.com. The fee for providing the VPS Service is determined according to the price list provided at https://www.netart.com.
4. 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 VPS 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 VPS Service and the Additional Service on 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.
4. If the Client places an order for third-party software made available to the Client as part of the VPS service ("Software"), in addition to the documents specified in sec. II.3 above, the Client, by entering into the agreement, declares that they have read and accept the provisions of the license agreements for this Software (or other similar documents containing terms and conditions for use of the Software), made available by the suppliers of this Software on their websites or in another agreed manner.

III. Service Availability

1. netart.com guarantees the Availability of the VPS Service and Additional Service during the Subscription Period at the level specified in the General Terms and Conditions.
2. netart.com shall not be held liable for the unavailability of the VPS Service and Additional Service caused by the actions or omissions of Clients regarding the operation of the VPS server.

IV. Use of the Service

1. The use of the VPS Service and Additional Service is subject to the terms and conditions set out in the General Terms and Conditions with additional reservations and limitations arising under these Regulations.
2. The Client declares that they have the necessary knowledge and experience in operating VPS servers or use the assistance of third parties with such knowledge and experience.
3. The Client is obliged to self-administer the VPS server provided to them in the VPS Service. The Client may outsource the operation of the VPS server to third parties at their own expense and risk. The netart.com Company shall not be held liable for the consequences of the Client providing access data to the VPS server to third parties.
4. The netart.com Company will not be held responsible for the administration of the VPS server. The netart.com Company is responsible for providing the Client with the technical infrastructure with the necessary software and services specified in the specification of the VPS Service.
5. The Client is obliged to:
a) independently secure the data stored on the VPS server by making security copies of such data in a manner determined by themselves,
b) protect the VPS server against access by unauthorised third parties.
6. The Client declare that they:
a) will not use the VPS contrary to its purpose and specified parameters,
b) will not use the VPS Service to send unsolicited commercial information (spam),
c) will not use the VPS Service to mine cryptocurrencies,
d) will have the necessary authorisation to use the self-installed software on the VPS Service,
e) will not use the VPS Service to attack or interfere with other servers located on the internet or the netart.com network (e.g. DoS attacks),
f) will not use the VPS Service to post or distribute information featuring unlawful content or to post services with warez content.

V. Final provisions

1. The VPS 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 VPS 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 in the version of 17.04.2025.