Regulations of the Whois Privacy Service

I. General Provisions
1. The Whois Privacy Service Provider is 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 Whois Privacy Service and the documents referred to in these Regulations, in particular the price list, service specification and General Terms and Conditions.
3. The Whois Privacy Service is provided on the basis of an agreement between netart.com and Whois Data Protection Sp. z o.o. with its registered seat in Krakow, ul. Pana Tadeusza 2, 30-727 Krakow, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Krakow-Śródmieście in Krakow, XI Economic Department of the National Court Register under the KRS number 0000351164, hereinafter referred to as Whois Data Protection.
4. Whois Privacy is the service of replacing the Registrant's data in the Whois database with Whois Data Protection data.
5. The Whois Privacy service is only available for domain names for which the relevant Registry Operator allows the service to be provided. The fee for providing the Whois Privacy Service is determined according to the price list provided at https://www.netart.com.
6. The Whois Privacy Service is provided under the terms and conditions set out in the Whois Privacy Service terms and conditions applicable to Whois Data Protection and available at https://www.whoisdataprotection.com/pl. The acceptance of the Regulations and the ordering of the Whois Privacy Service shall constitute acceptance of the Whois Privacy Service regulations applicable to Whois Data Protection.
7. Any capitalised terms not defined in these Regulations shall have the meaning given to them in the General Terms and Conditions or the Regulations of the provision of domain registration service and related services.

II. Ordering the Service
1. Ordering the Whois Privacy Service involves the Client filling out an electronic service order request.
2. The Client's placement of an order for the Whois Privacy Service shall constitute an agreement between the Registrant and netart.com for netart.com to represent the Registrant in entering into an agreement with Whois Data Protection for the provision of the Whois Privacy Service, pursuant to the authorisation granted to netart.com by the Registrant. The scope of the authorisation for netart.com includes all legal and factual actions taken in the name of the Registrant and concerning the Whois Privacy Service, as well as doing everything that becomes, in the opinion of netart.com, necessary and indispensable in connection with the Whois Privacy Service.
3. 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.

III. Use of the Service
1. The Whois Privacy Service is provided in connection with the Registrant's domain registration agreement with netart.com, but it has its own Subscription Period.
2. The Whois Privacy Service Agreement is concluded for a definite period of time, consistent with the Subscription Period, and termination of the Whois Privacy Service prior to the end of the Subscription Period for reasons not attributable to Whois Data Protection and netart.com shall not result in any obligation to refund to the Subscriber the fee for the purchase of the Whois Privacy Service, due to Whois Data Protection's willingness to provide the Whois Privacy Service throughout the Subscription Period. The provisions of the preceding sentence shall not apply to a Registrant who is a Consumer residing in the European Union.
3. The netart.com Company shall have the right to terminate the Registrant's authorisation for representation before Whois Data Protection upon fourteen days' notice, with a pro rata refund of the fee paid by the Registrant for the Whois Privacy Service in relation to the unused period.
4. Termination of the Whois Privacy Service may result in the Registrar and Registry Operator disclosing the Registrant's data in the Whois database, in accordance with the provisions of the domain registration agreement and in accordance with the rules for publishing Registrants' data in the Whois database by the relevant Registry Operator.

IV. Final provisions

1. The Whois Privacy 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. 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.

3. 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.

4. The Polish language shall be the proper language for the conduct and settlement of disputes referred to in Section IV.3 above and resolved by Polish courts. In matters not regulated in these Terms and Conditions, the provisions of the General Terms and Conditions of Contracts and the Regulations for the provision of domain registration and related services shall apply.

5. The prevailing version of the Regulations is the English-language version available at https://www.netart.com/regulations. Translation from English into another language is intended only to enable the Client and the Registrant to better understand the English-language version.

6. Regulations in the version of 17.04.2025.