Regulations of the promotion "Data Backup 100 GB in netart.com"

I. Introductory provisions

1. **Promotion Purpose:** To familiarise the Data Backup 100 GB Service provided by 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. **Duties (obligations) of the parties:** netart.com undertakes to provide services according to the terms set out in these Regulations, and the Client undertakes to use the service according to these Regulations, the GTC, the Regulations of the Hosting Service and Additional Service, Service Specification, and other provisions referred to in the said documents.

II. Organiser of the Promotion

1. The organiser of the promotional action "Data Backup 100 GB at netart.com" is netart.com.

III. Legal regulation of the promotion

1. The legal basis for the promotion is provided by these Regulations, which is also the only document setting out the detailed rules of the promotion. The content of the Regulations is available at https://www.netart.com.
2. Participation in the promotion is voluntary.
3. The interpretation of the Regulations rests solely with the organiser of the promotional campaign. This provision shall not apply to a Consumer residing in the territory of the European Union.
4. The promotion participant may be any Client of netart.com, having an account in the Client Panel, who, during the period of the promotion, orders the Data Backup 100 GB Service, which is an Additional Service to the Hosting Service, and fulfills the conditions specified in these Regulations.

IV. Duration of the promotion

1. The promotion applies to services ordered from 17.04.2025 until further notice.
2. The date determining participation in the promotion is the date of ordering the Data Backup 100 GB Service via https://www.netart.com or CloudHosting Panel

V. Promotion rules

1. The promotion applies to Data Backup 100 GB Service ordered via https://www.netart.com or CloudHosting Panel during the promotion period, subject to the following conditions: Data Backup 100 GB Service during the first Subscription Period of 30 days at a promotional price of 0 UAH.
2. When ordering the Data Backup 100 GB Service under the promotional terms described in Section V.1. during the Subscription Period beginning during the Subscription Period of the Hosting Service, the promotional Subscription Period of the Data Backup 100 GB Service lasts up to the end of the Subscription Period of the Hosting Service.
3. The selection of the service in the promotion is made during the order process. The number of services available in the promotion described in section V.1. is limited to one item.
4. Renewal of the Subscription Period of the service ordered in the promotion shall be made on the terms and conditions in effect at the time of ordering in accordance with section IX of the General Terms and Conditions. The proforma invoice referred to in section IX.1 of the General Terms and Conditions shall be issued 10 days before the end of the Subscription Period of the service ordered in the promotion.
5. In the event of non-payment of the proforma invoice referred to in section V.4., the effect of the termination of the Subscription Period of the service ordered in the promotion is the immediate deletion of the data stored in the Data Backup 100 GB Service without the possibility of its restoration.
6. The use of the service ordered during the promotion period is subject to the general rules for the use of services, contained in the General Terms and Conditions and the Regulations of the Hosting Service and the Additional Service, and the service specification available at https://www.netart.com.

VI. Other provisions

1. 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.
2. 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.
3. The language applicable to the conduct and settlement of disputes referred to in Section VI.2 above and settled by Polish courts, shall be Polish.
4. For matters not regulated in these Regulations, the provisions of the General Terms and Conditions available at https://www.netart.com will apply.
5. Regulations as of 17.04.2025.