

Regulations of the promotion "100 GB Data Backup in the CHP"

I. Preliminary Provisions

1. **Promotion Purpose:** To familiarise the Client with the 100 GB Backup Service provided by netart.com spółka z ograniczoną odpowiedzialnością with its registered office in Kraków, ul. Pana Tadeusza 2, 30-727 Kraków, registered in the Register of Entrepreneurs kept by the District Court for Kraków - Śródmieście in Kraków, XI 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 - 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 "100 GB data backup in the CHP" 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 and an active hosting service, who, during the period of the promotion, orders the 100 GB Backup Service, which is an Additional Service to the Hosting Service, and fulfils the conditions specified in these Regulations.

IV. Duration of the promotion

1. The promotion applies to services ordered from 18.01.2024 until further notice.
2. The date determining participation in the promotional campaign is the date of ordering the 100 GB Backup Service via the CloudHosting Panel.

V. Promotion rules

1. The promotion is applicable to the 100 GB Backup Service ordered by the Customer during the promotion period via CloudHosting Panel, for a Subscription Period of 30 days, at a promotional price of 0 USD. Benefitting from the promotion is conditioned upon the Customer not having had an active Backup Service for the Hosting Service during the last 30 days prior to the order date.
2. When ordering the 100 GB Data Backup 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 100 GB Data Backup 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 100 GB Data Backup 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> shall apply.
5. Regulations as of 18.01.2024.