

Regulations of the promotion "DirectAdmin Standard License for VPS in netart.com"

I. Introductory provisions

1. **Promotion Purpose:** To familiarise the Client with the DirectAdmin software from JBMC Software, based in Alberta, Canada, made available to the Client as part of the VPS service provided by netart.com sp. z o.o. with its registered office in Cracow, Pana Tadeusza 2, 30-727 Cracow, entered into the business register of the National Court Register kept by the District Court XI Commercial Division in Cracow under KRS number: 0001000590, NIP: 6793252454, share capital: PLN 1 000 000,00 (in words: one million zloty) - 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 VPS Service, and other provisions referred to in the said documents.

II. Organiser of the Promotion

1. The organiser of the promotional action "DirectAdmin Standard License for VPS 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 promotion period, at the same time as ordering the DirectAdmin Standard License referred to in clause V.5., orders the VPS service and fulfils the conditions specified in these Regulations, in particular in section V.1. of these Regulations (hereinafter referred to as the "Participant" or "Promotion Participant").

IV. Duration of the promotion

1. The promotion applies to licences ordered from 29.11.2023 until further notice.
2. The date determining participation in the promotion is the date of ordering the DirectAdmin Standard License together with the VPS service via <https://www.netart.com>.

V. Promotion rules

1. Participation in this promotion is conditional upon the Promotion Participant's enabled consent or granting of consent to provide commercial information at the time of placing an order during this promotion and according to the content of the clause found in particular at <https://www.netart.com>, in the netart.com Client Panel or when placing an order for a service during this promotion.
2. The amount of discount granted to the Participant under this promotion and upon fulfillment of the conditions for participation in the promotion is the difference between the standard net price specified in the price list available at <https://www.netart.com> and the promotional price specified in these Regulations.
3. The discount is granted to the Promotion Participants for giving their consent to the transmission of commercial information, according to section V.1. above. The Promotion Participant has the right to withdraw the consent to the sending of commercial information by netart.com. The discount will be granted for the duration of the Promotion Participant's consent to the transmission of commercial information, as specified in the clause referred to in section V.1. of these Regulations, in proportion to the duration of this period, up to the maximum duration of the promotional Subscription Period.
4. Withdrawal or non-granting by the Client of the consent to send commercial information by netart.com during the promotional Subscription Period of the service may result in the loss of the Client's right to the discount and the obligation on the part of that Client to pay the standard price specified in the price list available at the netart.com website, from the day following the day on which the consent to send commercial information was withdrawn (or from the day following the day on which netart.com obtained information about the non-granting of the consent).
5. The promotion applies to DirectAdmin Standard Licenses ordered by the Client via <https://www.netart.com>. during the promotion period, subject to the following conditions for the first Subscription Period:
 - a) DirectAdmin Standard License in the Subscription Period of one month at a promotional price of 10.00 USD net (the lowest price for this offer from the period of 30 days prior to the application of the price reduction - 10.00 USD net),
or
 - b) DirectAdmin Standard License in the Subscription Period of one three months at a promotional price of 30.00 USD net (the lowest price for this offer from the period of 30 days prior to the application of the price reduction - 30.00 USD net),
or

- c) DirectAdmin Standard License in the Subscription Period of six months at a promotional price of 60.00 USD net (the lowest price for this offer from the period of 30 days prior to the application of the price reduction - 50.00 USD net),
or
 - d) DirectAdmin Standard License in the Subscription Period of one year at a promotional price of 120.00 USD net (the lowest price for this offer from the period of 30 days prior to the application of the price reduction - 100.00 USD net).
6. The prices specified above should be increased by the applicable VAT, at the rate in force in the country where the service is taxed in accordance with the applicable legislation.
 7. When ordering the licence referred to in section V.5, the Client is obliged to pay the full price in advance, for the full Subscription Period.
 8. The selection of the licence in the promotion is made during the order process. The number of licences available in the promotion described in section V.5. is unlimited.
 9. The renewal of the Subscription Period of the licence ordered in the promotion is made under the terms and conditions in effect at the time of the licence renewal.
 10. The use of a licence ordered during the promotion period is subject to the general rules of use of services contained in the General Terms and Conditions, the Regulations of the VPS Service and the DirectAdmin software licence agreement.

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 29.11.2023.