Regulations of the superdeal "Email Marketing 1k for free at netart.com"

I. Preliminary Provisions

1. **Superdeal purpose:** Familiarizing the Customer with the Email Marketing 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 CPaaS Service and Additional Service, and other provisions referred to in the said documents.

II. Organiser of the superdeal

1. The organiser of the promotional action "Email Marketing 1k for free at netart.com" is netart.com.

III. Legal regulation of the superdeal

1. The legal basis for the superdeal is provided by these Regulations, which is also the only document setting out the detailed rules of the superdeal. The content of the Regulations is available at https://www.netart.com.
2. Participation in the superdeal 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 Superdeal Participant may be any Client of netart.com having an account in the Client Panel, who during the period of the superdeal orders the Email Marketing Service referred to in section V.5. and fulfils the conditions specified in these Regulations, in particular in sections V.1., V.10. and V.11. of these Regulations (hereinafter referred to as the "Participant" or "Superdeal Participant").

IV. Duration of the superdeal

1. The superdeal applies to services ordered from 07.10.2026 until further notice.
2. The date determining participation in the superdeal is the date of ordering the Email Marketing service requested via https://www.netart.com.

V. Superdeal rules

1. Participation in this superdeal is conditional upon the Superdeal Participant's enabled consent or granting of consent to provide commercial information at the time of placing an order during this superdeal and according to the content of the clause found in particular at https://www.netart.com in the Client Panel or when placing an order for a service during this superdeal.
2. The amount of discount granted to the Participant under this superdeal and upon fulfilment of the conditions for participation in the superdeal 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 Superdeal Participants for giving their consent to the transmission of commercial information, according to section V.1. above. The Superdeal 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 Superdeal 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 https://www.netart.com, 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 superdeal applies to Email Marketing Services ordered by the Client via https://www.netart.com. As part of the superdeal, the Client is entitled to order the Email Marketing services specified in this section at reduced prices for the first Subscription Period.
   5.1. Email Marketing 1k:
   5.1.1. in the Subscription Period of 3 months, at a promotional price of 0 USD net (the lowest price for this offer from the period of 30 days before the introduction of the discount – 9.00 USD net),
   or
   5.1.2. in the Subscription Period of 1 year, at a promotional price of 0 USD net (the lowest price for this offer from the period of 30 days before the introduction of the discount).
6. The net prices specified above will 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 service referred to in section V.5., the Client is obliged to pay the total price in advance for the entire Subscription Period.
8. The selection of the service in the superdeal is made during the order process.

9. The number of services described in section V.5. ordered by the Client under promotional terms offered by netart.com on any legal basis is limited to 1 item, regardless of the number of promotional campaigns in which the Client participates, the selected service variant, Subscription Period and promotional price. The services referred to in the preceding sentence may be ordered only by a Superdeal Participant who, during the last 30 days before placing the order, did not have the services described in section V.5. and who, on the date of placing the order, does not have any Email Marketing service, regardless of its variant, Subscription Period, price or the basis for its provision.
10. The condition for using the superdeal described in section V.5. is that the Client of netart.com has active Automatic Payments for the account in the Client Panel in which the service ordered as part of the superdeal is located, during the promotional Subscription Period of that service. Automatic Payments should be activated no later than when placing the order for that service. Superdeal Participants are granted a discount for having Automatic Payments for up to the duration of the promotional Subscription Period.
11. Disabling Automatic Payments by the Superdeal Participant for the account in the Client Panel in which the service ordered as part of the superdeal, referred to in section V.5., is located, during the promotional Subscription Period of that service, may result in the loss of that Participant's right to the discount for the period during which Automatic Payments were inactive and in the obligation of that Participant to pay an additional amount equal to the difference between the standard price specified in the price list available at https://www.netart.com and the promotional price specified in these Regulations, calculated in proportion to the length of that period.
12. The renewal of the Subscription Period of the service ordered in the superdeal is made under the terms and conditions in effect at the time of renewal.
13. The use of the service ordered during the superdeal period is subject to the general rules for the use of services, contained in the General Terms and Conditions and the Regulations of the CPaaS Service and Additional Service.

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 in the version of 07.10.2026.