

TERMS AND CONDITIONS OF COLOCATION SERVICE

§ 1

General provisions

1. This document, hereinafter referred to as the "Terms and Conditions," contains general terms for the paid use of Colocation Service in the Pre-paid system, intended exclusively for the use of the customer acquiring the service hereinafter referred to as the "Service".
2. The service is provided by Artnet Ltd., headquartered at 100 Marynarki Polskiej Street, Gdańsk, registered in the North District Court of Gdańsk, 7th Commercial Division of the National Court Register under the registration number KRS: 0000164315, hereinafter referred to as "Artnet".
3. The entity using the Service, hereinafter referred to as the "User" accepts the content of the Terms and undertakes to comply with them.
4. The use of the Service is subject to fees according to the Price List published on the Artnet website. Changes to the price list do not constitute a change in the Terms.
5. The technical parameters of the Service are specified in the offer presented on the Artnet website or sent via email.

§ 2

Terms used in the Regulations

1. **Service** – a service provided by Artnet electronically for the User.
2. **User** – an individual, legal entity or organizational unit without legal personality who has placed an order or entered into an agreement with Artnet.
3. **Price list** – the current price list of services provided by Artnet available on the website www.artnet.pl.
4. **Agreement** - an agreement concluded between Artnet and the User based on these Terms and Conditions, an online form or via email, along with the payment made in the pre-paid system.
5. **Registration** – involves providing true User data in the order form, including the company name or full name in the case of an individual, address details, and Tax Identification Number (NIP).
6. **Content** – all content, information, files or applications uploaded by the User to his server or servers.
7. **Terms and Conditions** – Terms and Conditions of Colocation Service in the Pre-paid system, available on the website.

8. **SLA** – Service Level Agreement, which defines the standards and quality guarantees to the service.
9. **Third parties** – non-contractual persons.
10. **Server** – a physical machine owned by User.
11. **Consumer** – a User who is a natural person and has entered into an agreement with Artnet for purposes unrelated to their business or profession.
- 11.1. **Entrepreneur as a consumer** – a User who is a sole trader and enters into an agreement directly related to their trade or professional activity, provided that the agreement does not have a professional nature, particularly in relation to the subject matter of their business activity, as defined by the provisions on the Central Register and Information on Economic Activity.
12. **Service period** – the duration for which the Service has been purchased by the User.

§ 3

Conclusion and termination of the contract

1. The condition for using the Service is Registration, payment of fees according to the price list and configuring the Service in accordance with the purchase procedure specified in the online registration forms.
2. In the event of any changes to the information provided during registration, the User is obliged to promptly update them. Any correspondence sent to the User at the last provided address will be deemed properly delivered.
3. Artnet may request documents from the User to verify the information provided during registration or subsequently updated. The User is obligated to submit the documents indicated by Artnet within the timeframe and format specified in the request.
4. The minimum service period is 1 month.
5. The User is responsible for making payments to the bank account specified by Artnet or using online payment systems. After the User's payment has been received, Artnet will issue a VAT invoice for the purchased Service. The VAT invoice will be sent to the User electronically (in accordance with the Regulation of the Minister of Finance of July 14, 2005, on issuing and sending invoices in electronic form) to the email address provided by the User in the order form or to another email address authorized by the User. Artnet reserves the right to deliver the invoice in a traditional manner, i.e., by mail or personal delivery.
6. The date of payment is considered the day when the funds are received in Artnet's account.
7. The conclusion of the agreement occurs after placing an order, accepting the Terms and Conditions, making payment for the initial billing period by the User, and configuring the Service by Artnet.

8. In the event that the User fails to make payment for the Service, the Service will not be activated or will be deactivated.
9. Artnet has the right to terminate the agreement with immediate effect in the following cases:
 - a. non-payment of fees due to Artnet for the provision of the service by the User,
 - b. breach of the provisions of these Terms and Conditions by the User.
10. The User has the right to terminate the agreement with immediate effect in the following cases:
 - a. failure to activate the service within the specified timeframe, despite the User fulfilling all obligations arising from the Terms and Conditions related to the service activation procedure,
 - b. breach of the Terms and Conditions by Artnet,
 - c. continuous service interruption lasting more than 5 days due to reasons attributable to Artnet.
11. The Consumer or the entity indicated in § 2 sec. 11.1 of the Terms and Conditions has the right to withdraw from the agreement without stating a reason within 14 calendar days from the date of its conclusion. To meet the above deadline, it is sufficient to deliver a written statement of withdrawal from the agreement to Artnet in documentary form. In the event of withdrawal from the Agreement, it is considered as not concluded, and the Consumer or the entity indicated in point 11.1 is released from all obligations and will receive a refund of the amount paid towards the agreement.
12. Statements regarding termination of the Agreement, dissolution of the Agreement, lack of intention to continue cooperation or withdrawal from the Agreement should be sent in at least one of the following documentary forms:
 - a. written form, to the registered office address of Artnet indicated in § 1 sec. 2 of the Terms and Conditions,
 - b. electronic form to the email address: **biuro@artnet.pl** or **sales@artnet.pl**.

§ 4

Liability

1. The User bears full responsibility for any content, information, files or applications posted by the User on the server, the manner of using the server, and the truthfulness of statements made in accordance with § 4 sec. 3.
2. The User undertakes to exercise due diligence to ensure that third parties using the functionalities and services offered by the User using the server comply with the provisions of the Terms and Conditions contained in § 4 sec. 3, referring to the User.
3. The User declares that the purchased service will not be used for:

- a. infringement of personal rights and copyrights,
 - b. committing acts prohibited by applicable law,
 - c. sending spam,
 - d. illegal interference with the systems of the Operator or hacking into other servers on the Internet,
 - e. hacking attacks including DDoS, phishing, and similar activities; breaching or violating the security of any systems, servers, emails, websites; promoting or publishing tools created for illegal activities, including the breach of electronic security such as tokens, keys, passwords, credit card numbers, and similar; promoting or publishing information about illegal activities,
 - f. maintaining services with erotic, pornographic, illegal software content, as well as racist or discriminatory content, storing and providing access to content commonly regarded as offensive,
 - g. violating the privacy of other Internet users, posting unlawful and factually incorrect data,
 - h. other acts that constitute a violation of existing legal regulations, social norms, accepted practices, and good manners.
4. Artnet reserves the right to block a Service that violates the Terms and Conditions using all necessary technical means.
 5. In the event of repeated reports regarding the use of the service for sending spam, Artnet reserves the right to block the service.
 6. In the event of a DDoS attack targeting a server located in Artnet Data Center, Artnet is not liable for:
 - a. any damages incurred by the User if such damages are a result of circumstances for which the Service Provider is not responsible.
 - b. the content posted by Users or third parties on the servers.
 7. Artnet guarantees an SLA (Service Level Agreement) at a level of 99.982% of uptime calculated on an annual basis.

§ 5

Artnet Commitments

1. Artnet undertakes to provide the User with access to the Customer Panel.

§ 6

Personal Data Protection

1. Artnet Sp. z o.o., located at Marynarki Polskiej 100, Gdańsk (80-557) is the data controller for personal data provided by the User.

2. The User gives consent for the storage and processing of personal data in accordance with the General Data Protection Regulation (GDPR), to the extent necessary for the performance of the contract and the pursuit of claims arising from the contract.
3. The User is obligated to provide accurate information in the registration form. Providing false information constitutes a gross violation of these Terms and Conditions.
4. The User has the right to access, rectify, and delete their personal data.
5. Artnet may disclose User data upon request by authorized authorities (police, courts, prosecutors, etc.).

§ 7

Complaints

1. The User may submit a complaint regarding non-performance or inadequate performance of the Service.
2. The complaint should include:
 - a. the contact information of the complaining party, as well as the name and surname of the designated person for contact regarding the complaint.
 - b. it should clearly indicate the name and type of the Service to which the complaint pertains.
 - c. the subject matter of the complaint and the period being complained about should be specified.
 - d. supporting evidence justifying the complaint should be provided.
 - e. the desired resolution or request should be stated.
3. The complaint should be submitted in writing to the address of the Operator as indicated in the Terms and Conditions or by email to: biuro@artnet.pl.
4. Artnet will review the complaint within 14 days of receiving it. The period for completing the complaint is not included in the review period. If additional information is required to address the complaint, the review period will commence upon the receipt of the supplemented complaint.
5. The User will be promptly notified by Artnet regarding the outcome of the complaint. The decision on the complaint, along with the justification, will be sent to the User by mail or to the email address provided by the User for contact purposes.

§ 8

Final provisions

1. Artnet reserves the right to make changes to the Terms and Conditions. The changes shall come into effect 14 days after being published on the website www.artnet.pl.

2. Artnet considers that the User has accepted the changes to the Terms and Conditions if he has not terminated the agreement by the end of the period specified in § 8 sec. 1.
3. Polish law shall govern all legal relationships arising from these Terms and Conditions. Any disputes shall be resolved by the court having jurisdiction over the registered office of Artnet.
4. The provisions of the Terms and Conditions shall not prejudice the rights of the Consumer arising from applicable laws, which shall take precedence over the provisions of the Terms and Conditions.

Gdańsk, September 23rd 2021.