

TERMS AND CONDITIONS OF COLOCATION SERVICES

§ 1

General provisions

1. This document, hereinafter referred to as the "Terms and Conditions", sets out the general terms for the paid use of the Colocation Service in a pre-paid system, intended for the exclusive use of the client purchasing the service, hereinafter referred to as the "Service".
2. The Service is provided by Artnet Sp. z o.o., with its registered office in Gdańsk at ul. Marynarki Polskiej 100, entered in the register of entrepreneurs of the National Court Register (KRS) kept by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, under KRS number 0000164315, hereinafter referred to as "Artnet".
3. The entity using the Service, hereinafter referred to as the "User", accepts the Terms and Conditions and undertakes to comply with them.
4. Use of the Service is subject to fees in accordance with the Price List published on Artnet's website. Any change to the Price List shall not constitute an amendment to these Terms and Conditions.
5. The technical parameters of the Service are specified in the offer presented on Artnet's website or sent via e-mail.

§ 2

Terms used in the Regulations

1. **Service** – the service provided by Artnet to the User.
2. **User** – a natural person, legal person, or an organisational unit without legal personality who has placed an order or entered into an agreement with Artnet.
3. **Price List** – the current price list for services provided by Artnet, published on the website www.artnet.pl.
4. **Agreement** – an agreement concluded between Artnet and the User on the basis of: these Terms and Conditions, an online form or e-mail correspondence, and payment made in the pre-paid system.
5. **Registration** – providing, in the order form or in an e-mail message, true and accurate User data, in particular the company name or, in the case of a private individual, the first and last name, address data, and the Tax Identification Number (NIP).
6. **Content** – any content, information, files or applications uploaded by the User to the server made available to the User as part of the Service.

7. **Terms and Conditions** – the Terms and Conditions for the Provision of Dedicated Server Services in the pre-paid system, published on the website.
8. **SLA** – Service standards and guarantees (Service Level Agreement) applicable to the provision of services.
9. **Third Parties** – persons not bound by this Agreement.
10. **Server** – the server made available to the User as part of the Service, owned by Artnet.
11. **Consumer** – a User who is a natural person and who has concluded an agreement with Artnet for a purpose not directly related to the User's business or professional activity.
12. **Entrepreneur with consumer rights** – a User who is a sole trader concluding an agreement directly related to their business activity, where it follows from the content of such agreement that it is not of a professional nature for that User, resulting in particular from the subject matter of the business activity performed by the User, as disclosed pursuant to the provisions on the Central Register and Information on Economic Activity (CEIDG).
13. **Service period** – the period 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 the fee in accordance with the Price List, and configuration of the Service in accordance with the purchase procedure specified in the online registration forms or in instructions sent via e-mail.
2. In the event of any change to the data provided during Registration, the User is obliged to update such data without undue delay. Any correspondence sent to the last address provided by the User shall be deemed duly delivered.
3. In cases of reasonable doubt regarding the accuracy of the data provided during Registration or updates thereof (in particular to fulfill obligations under the Act on the National Cybersecurity System), Artnet may request the Customer to provide additional identity verification. Verification may be performed by presenting identity documents, provided that the Customer is obliged to permanently redact all non-essential data, including facial image, series, and document number. Only data strictly necessary for identity verification (first name, last name, PESEL/NIP) shall remain visible. Verification materials are permanently deleted immediately upon completion of the verification process.
4. The minimum service period is 1 month.
5. The User is obliged to make payments to the bank account indicated by Artnet or by using online payment systems. After the User has made the payment, Artnet shall issue a VAT invoice for the purchased Service. The VAT invoice in XML format shall be made available to the User electronically via the KSeF system. Additionally, at the User's request, Artnet may

send a visualization of the VAT invoice in PDF format to the e-mail address indicated by the User.

6. The payment date shall be the date on which the funds are credited to Artnet's account.
7. The Service shall be activated after the User has paid for the first billing period, within the time limit specified during the Service purchase procedure.
8. The Agreement is concluded upon placement of the order, acceptance of the Terms and Conditions, payment by the User for the first billing period, and configuration of the Service by Artnet.
9. If the User fails to pay for the Service, the Service shall not be launched or shall be deactivated.
10. Artnet has the right to terminate the Agreement with immediate effect in the event of:
 - a) failure by the User to pay the fees due to Artnet for the provision of the Service;
 - b) breach by the User of the provisions of these Terms and Conditions.
11. The User has the right to terminate the Agreement with immediate effect in the event of:
 - a) failure to launch the Service within the specified time limit, despite the User having fulfilled all obligations arising from the Terms and Conditions related to the Service launch procedure,
 - b) breach by Artnet of the provisions of the Terms and Conditions,
 - c) a continuous interruption in the provision of the Service lasting longer than 5 days for reasons attributable to Artnet.
12. A Consumer or an entity referred to in § 2 point 12 may withdraw from the Agreement without stating reasons within 14 calendar days from the date of conclusion of the Agreement. To meet the above deadline, it is sufficient to deliver to Artnet a withdrawal statement in documentary form. In the event of withdrawal, the Agreement shall be deemed not concluded, and the Consumer or the entity referred to in point 12 shall be released from all obligations and shall receive a refund of the amounts paid towards conclusion of the Agreement.
13. Notices of termination of the Agreement, termination with immediate effect, or declarations of no intent to continue the Agreement must be submitted in writing to the correspondence address of Artnet Sp. z o.o. or by e-mail to: biuro@artnet.pl or sales@artnet.pl.

§ 4

Liability

1. The User bears full responsibility for any and all content, information, files or applications (Content) uploaded by the User to the User's server(s) located in the Artnet Data Center under the colocation service, and for the truthfulness of the declarations made pursuant to § 4 section 3.

2. The User undertakes to exercise due diligence to ensure that both the User and Third Parties using the functionalities and services offered by the User with the use of the Artnet Data Center infrastructure made available under the Service comply with the provisions of § 4 section 3 applicable to the User.
3. The User declares that the purchased Service shall not be used for:
 - a) infringement of personal rights or copyrights,
 - b) committing prohibited acts within the meaning of applicable laws,
 - c) sending spam,
 - d) unlawful interference with the Operator's systems or unauthorised access ("hacking") into other servers on the Internet,
 - e) hacking attacks, including DDoS, phishing and similar; breaking or violating the security of any systems, servers, e-mail, or websites; promoting or publishing tools created for illegal activities, including breaking electronic security measures, inter alia tokens, keys, passwords, credit card numbers and similar; promoting or publishing information about illegal activities,
 - f) maintaining services with erotic or pornographic content, containing illegal software, as well as racist or discriminatory content; storing and making available content commonly regarded as offensive,
 - g) infringing the privacy of other Internet users,;
 - h) other acts constituting a violation of the existing legal order, social norms, accepted customs and principles of good conduct.
4. Artnet reserves the right to block Content that violates the Terms and Conditions, using any necessary technical means.
5. In the event of repeated reports concerning the use of the Service for sending spam, Artnet reserves the right to block the Service.
6. In the event of a DDoS attack directed at a server located in the Artnet data center, the attacked server may be blocked immediately.
7. Artnet shall not be liable for:
 - a) any damages suffered by the User, if such damages result from circumstances for which the Service Provider bears no liability,
 - b) Content posted by Users or Third Parties on the User's servers.
8. Artnet shall provide an SLA at the level of 99.982% of time calculated on an annual basis.

§ 5

Artnet obligations

1. Artnet shall provide the User with access to a Client Panel enabling in particular:
 - a) remote monitoring of bandwidth usage,

- b) modification of contact details,
- c) submission of service requests (tickets).

§ 6

Personal Data Protection

1. The Data Controller for personal data provided by the User is Artnet Sp. z o.o., with its registered office in Gdańsk (80-557) at ul. Marynarki Polskiej 100.
2. The Data Controller has appointed a Data Protection Officer (DPO) – Mr. Paweł Maliszewski, who can be contacted regarding personal data processing matters via e-mail: iod@perfectinfo.pl.
3. The User's personal data will be processed for the following purposes:
 - a. conclusion and performance of the agreement for the provision of dedicated server services under the Pre-paid system, including registration and maintenance of dedicated IP addresses in public internet registries (Art. 6(1)(b) GDPR);
 - b. compliance with legal obligations binding upon the Controller, in particular tax and accounting laws regarding issued invoices (Art. 6(1)(c) GDPR);
 - c. ensuring ICT infrastructure security, abuse prevention, verifying the accuracy of user data, and fulfilling duties imposed on the Controller as an entity of the national cybersecurity system under the Act on the National Cybersecurity System (Art. 6(1)(c) GDPR);
 - d. establishment, exercise, or defense of legal claims arising from the execution of the Service, representing the legitimate interest of the Controller (Art. 6(1)(f) GDPR).
4. Personal data may be disclosed to authorized entities under applicable law (e.g., law enforcement agencies) and entities supporting the Controller in service delivery (e.g., payment gateway operators, telecom operators, IT providers). Where services require the allocation of dedicated IP addressing, identity and contact details will be disclosed to RIPE NCC (Réseaux IP Européens Network Coordination Centre) in Amsterdam for publication in the public RIPE Database to ensure Internet transparency.
5. Personal data will be stored for the duration of the Agreement and, upon termination, for the period required by tax/accounting regulations (5 years from the end of the calendar year in which the tax fell due) and until the statute of limitations for civil claims expires. Identity verification materials collected under cybersecurity rules are permanently erased immediately upon verification completion. Data submitted to RIPE NCC will remain in the internet registry for as long as the IP addresses remain assigned to the User.
6. Subject to GDPR provisions, the User has the right to: access, rectify, erase, or restrict processing of their data; data portability; object to processing based on legitimate interests;

and lodge a complaint with the supervisory authority – President of the Personal Data Protection Office (UODO, ul. Moniuszki 1A, 00-014 Warsaw, <https://uodo.gov.pl>).

7. Providing personal data is voluntary but necessary to conclude the Agreement and allocate dedicated IP addresses. Failure to provide data prevents service activation. Providing false information constitutes a material breach of these Terms.
8. The User is the sole Data Controller of all data (including personal data) stored, processed, or hosted on operating systems running on the rented Dedicated Server. Artnet has no access to the server content, does not monitor data stored therein, and does not perform automated backups unless otherwise agreed under a separate Data Processing Agreement (DPA).

§ 7

Complaints

1. The User may submit complaints in connection with non-performance or improper performance of the Service.
2. A complaint should include:
 - a) the details of the entity submitting the complaint and the first and last name of the person designated for contact regarding the complaint,
 - b) indication of the name and type of the Service to which the complaint relates,
 - c) specification of the subject of the complaint and the period covered by the complaint,
 - d) evidence supporting the complaint,
 - e) the requested remedy/claim,
 - f) indication of the form in which the response to the complaint is to be provided: in paper form by traditional mail or by e-mail to an authorised e-mail address or to the e-mail address used to submit the complaint,
 - g) if the method of providing the response is not indicated, the response shall be provided in paper form or one of the e-mail addresses referred to in section 2(f) shall be used (only if the User has consented to such communication).
3. The complaint should be sent in writing to the Operator's registered address indicated in these Terms and Conditions or by e-mail to: biuro@artnet.pl or sales@artnet.pl.
4. If a complaint is submitted in writing or orally for the record at Artnet's premises, an authorised Artnet employee receiving the complaint shall draw up a complaint submission protocol. A copy of the protocol constitutes confirmation of submission and shall be promptly provided to the Subscriber on a durable medium.
5. For complaints submitted by post, courier, by telephone, or electronically, Artnet shall send confirmation of receipt of the complaint within 14 days from the date of its submission or delivery.

6. If the submitted complaint does not meet the requirements specified in section 2, Artnet—if it deems it necessary for proper examination—shall promptly request the complainant to supplement the complaint within 7 days, indicating the scope of the required supplementation and informing that failure to supplement within the specified time limit will result in the complaint being left unexamined. After ineffective lapse of this period, the complaint shall be left unexamined.
7. Artnet shall examine the complaint within 14 days of its receipt. The period for supplementing the complaint shall not be included in the time limit for examining the complaint; where supplementation is required, the time limit shall begin to run only from the date of delivery of the supplemented complaint.
8. The User shall be notified by Artnet of the outcome of the complaint procedure. The decision on the complaint together with the justification shall be sent to the User in paper form or to the e-mail address provided for contact purposes.

§ 8

Final provisions

1. Artnet reserves the right to amend the Terms and Conditions. Amendments shall enter into force 14 days after their publication on the website www.artnet.pl.
2. Artnet shall deem that the User has accepted the amendments if the User has not terminated the Agreement by the end of the period referred to in section 1.
3. Polish law shall be the governing law for all legal relationships arising from these Terms and Conditions. Any disputes shall be resolved by the court having jurisdiction over Artnet's registered office.
4. The provisions of the Terms and Conditions shall not prejudice the rights of the Consumer arising from applicable mandatory provisions of law, which shall take precedence over the provisions of these Terms and Conditions.

Gdańsk, 23 July 2026