

TERMS AND CONDITIONS OF DEDICATED SERVERS 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 dedicated servers under a pre-paid system, intended for the exclusive use of the customer 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, registered with the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register (KRS) under KRS number: 0000164315, hereinafter referred to as "Artnet".
3. The entity using the Service (hereinafter referred to as the "User") accepts these 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. A change to the price list does 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.
6. The User acknowledges that they do not have physical access to the server used under the Service. The User has remote access only.

§ 2

Definitions used in the Terms and Conditions:

1. **Service** – an electronically supplied 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 of services provided by Artnet, published at 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 via e-mail, and payment made in the pre-paid system.
5. **Registration** – provision of true User data in the order form, in particular the company name or (for a private individual) first and last name, address details, and VAT ID (NIP) number.
6. **Content** – any content, information, files or applications placed by the User on the server made available to the User under the Service.

7. **Terms and Conditions** – these Terms and Conditions for the provision of dedicated server services in the pre-paid system, published on the website.
8. **SLA** – Service Level Agreement, i.e., service quality standards and guarantees applicable to the provision of the services.
9. **Third parties** – persons not bound by this Agreement.
10. **Server** – a server made available to the User under the Service, owned by Artnet.
11. **License Leasing** – an additional service consisting in Artnet providing the User with licenses for third-party software. In the case of Microsoft software, the service is provided under the terms and conditions specified in the Microsoft End User License Terms document, available at: <https://www.artnet.pl/wp-content/uploads/SPLA-End-User-License-Terms.pdf>
12. **Consumer** – a User who is a natural person and who concludes an agreement with Artnet for purposes not directly related to their business or professional activity.
13. **Entrepreneur with consumer rights** – a User who is a sole trader concluding an agreement directly related to their business activity, where the content of that agreement indicates that it is not of a professional nature for that person, in particular as resulting from the subject of the business activity entered in the Central Registration and Information on Business (CEIDG).
14. **Service period** – the period for which the Service has been purchased by the User.

§ 3

Conclusion and Termination of the Agreement

1. The conditions for using the Service are: Registration, payment in accordance with the Price List, and configuration of the Service in accordance with the purchase procedure specified in the online registration forms.
2. If the data provided during Registration changes, the User is obliged to update it without delay. Any correspondence sent to the last address provided by the User shall be deemed properly delivered.
3. Artnet may request documents confirming the data provided by the User during Registration or later updated. The User is obliged to submit the documents indicated by Artnet within the time limit and in the form specified in Artnet's request.
4. The minimum service period is 1 month.
5. The User is obliged to pay the fees to the bank account indicated by Artnet or by using an online payment system. After the User makes the payment, Artnet will issue a VAT invoice for the purchased Service. The VAT invoice in XML format will be made available to the User electronically via the KSeF system. In addition, at the User's request, Artnet may send a visualisation 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 will be activated after the User has made payment for the first billing period, within the time limit specified during the Service purchase procedure.
8. The Agreement is concluded upon: placing the order, acceptance of these 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 will not be launched or will be disabled.
10. Artnet has the right to terminate the Agreement with immediate effect in the event of:
 - a) the User's failure to pay fees due to Artnet for the provision of the Service,
 - b) violation by the User of the Microsoft End User License Terms,
 - c) the User's breach 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 under these Terms and Conditions related to the Service activation procedure,
 - b) Artnet's breach of these Terms and Conditions,
 - c) a continuous interruption in the provision of the Service lasting longer than 5 days due to reasons attributable to Artnet.
12. A Consumer or the entity referred to in §2 item 13 may withdraw from the Agreement without stating reasons within 14 calendar days from the date of its conclusion. It is sufficient to deliver to Artnet a declaration of withdrawal in documentary form within the above time limit. In the event of withdrawal, the Agreement shall be deemed not concluded, and the Consumer or the entity referred to in item 13 shall be released from all obligations and shall receive a refund of the funds paid towards the conclusion of the Agreement.
13. Notices of termination of the Agreement, dissolution of the Agreement, lack of intent to continue cooperation, or withdrawal from the Agreement should be sent in at least one of the following documentary forms:
 - a) in writing, to Artnet's registered office address indicated in §1 item 2,
 - b) electronically, to: biuro@artnet.pl.

§ 4

Liability

1. The User bears full responsibility for any content, information, files or applications (Content) placed by the User on the server made available under the Service, for the manner of use of the server made available under the Service, and for the truthfulness of the declarations made pursuant to §4(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 made available under the Service comply with the provisions of §4(3) applicable to the User.
3. The User declares that the Service purchased by the User will not be used for:
 - a) infringement of personal rights and copyright,
 - b) committing prohibited acts within the meaning of applicable laws,
 - c) sending spam,
 - d) unlawful interference with the Operator's systems or breaking into other servers on the Internet,
 - e) hacker attacks, including DDoS, phishing and similar; breaking or breaching the security of any systems, servers, e-mail, websites; promoting or publishing tools created for unlawful activities, including breaking electronic security, including tokens, keys, passwords, credit card numbers and similar; promoting or publishing information about unlawful activities,
 - f) hosting services containing erotic or pornographic content, containing illegal software, as well as racist or discriminatory content; storing or sharing content commonly regarded as offensive,
 - g) violating the privacy of other Internet users, posting unlawful data and data inconsistent with the actual facts,
 - h) other acts constituting a violation of the existing legal order, social norms and accepted customs, and good morals.
4. Artnet reserves the right to block a Service that breaches these Terms and Conditions using any necessary technical measures.
5. In the event of recurring 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 Data Center D **[incomplete provision in the source text]**.
7. Artnet shall not be liable for:
 - a) any damage incurred by the User if such damage is the result of circumstances for which the Service Provider is not responsible,
 - b) Content posted by Users or third parties on servers made available under the Service.
8. Artnet shall provide an SLA of 99.982% uptime calculated on an annual basis.

§ 5

Artnet obligations

1. Artnet undertakes to provide the User with access to the Customer Panel, which in particular enables:
 - a) remote monitoring of bandwidth usage,
 - b) modification of contact data,
 - c) submission of requests (tickets),
 - d) server restart.

§ 6

Personal Data Protection

1. The Controller of the personal data provided by the User is Artnet Sp. z o.o., with its registered office in Gdańsk (80-557), ul. Marynarki Polskiej 100.
2. The User consents to the storage and processing of personal data in accordance with the GDPR, to the extent necessary for performance of the Agreement and for pursuing claims arising from the performance of the Agreement.
3. The User is obliged to provide true data in the registration form. Providing false data constitutes a material breach of these Terms and Conditions.
4. The User has the right to access, correct and delete their data.
5. Artnet may disclose the User's data at the request of authorised authorities (police, court, prosecutor's office, etc.).

§ 7

Complaints

1. The User may submit complaints related to 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 matter of the complaint and the period concerned,
 - d) evidence substantiating the complaint,
 - e) the requested remedy,
 - f) indication of the form in which the response should be provided: in paper form by traditional mail or electronically, to an authorised e-mail address or to the e-mail address used to submit the complaint,
 - g) if no method for delivering the response is indicated, the response will be delivered in paper form or one of the e-mail addresses listed in item 2(f) will be used (only if the User has consented to such communication).

3. The complaint should be sent in writing to the Operator's registered office address indicated in these Terms and Conditions, or electronically 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 draws up a record of submission. A copy of the record constitutes confirmation of submission and is promptly provided to the Subscriber/User on a durable medium.
5. For complaints submitted by post, courier, telephone or electronically, Artnet sends confirmation of receipt of the complaint within 14 days of the date of submission or delivery.
6. If the submitted complaint does not meet the requirements set out in item 2, Artnet—if it deems it necessary for proper consideration—will promptly request the complainant to supplement the complaint within 7 days, indicating the scope of required supplements and informing that failure to supplement within the specified time limit will result in the complaint being left unexamined. After ineffective expiry of this time limit, the complaint shall be left unexamined.
7. Artnet considers the complaint within 14 days of its receipt. The time for supplementing the complaint is not included in the time limit for considering the complaint; where supplementation is required, the time limit starts running only from the date the supplemented complaint is delivered.
8. The User will be notified by Artnet of the outcome of the complaint. The decision together with justification will be sent to the User in paper form or to the e-mail address provided for contact.

§ 8

Final provisions

1. Artnet reserves the right to amend these Terms and Conditions. Amendments enter into force 14 days after their publication on www.artnet.pl.
2. Artnet deems that the User has accepted the amendments if the User does not terminate the Agreement by the end of the period referred to in item 1.
3. The law applicable to all legal relationships arising from these Terms and Conditions is Polish law. Any disputes shall be settled by the court having jurisdiction over Artnet's registered office.
4. The provisions of these Terms and Conditions do not infringe the rights of Consumers arising from applicable laws, which shall apply with priority over the provisions of these Terms and Conditions.

Gdańsk, 01 June 2026