

TERMS AND CONDITIONS OF VPS SERVERS SERVICE

§ 1

General provisions

1. This document, hereinafter referred to as the **"Terms and Conditions"**, sets out the general terms of the paid service consisting in the use of a **Virtual Private Server ("VPS")** in 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, entered in the register of the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register (KRS) under KRS No.: **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 chargeable in accordance with the **Price List** published on Artnet's website. A change in the price list does not constitute an amendment to the Terms and Conditions.
5. The technical parameters of the Service are specified in the offer presented on Artnet's website or sent by e-mail.
6. The User is aware that they do not have physical access to the server used under the Service. The User only has remote access to the server.

§ 2

Definitions used in the Terms and Conditions:

1. **Service** – a service provided by Artnet to the User by electronic means.
2. **User** – a natural person, a legal person, or an organisational unit without legal personality that has placed an order and/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** – providing true User data in the order form, in particular the company name or full name in the case of a private individual, address details and the VAT ID number (NIP).
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** – the Terms and Conditions for the Provision of the "VPS" Virtual Servers Service in the Pre-paid system, published on the website.

8. **SLA** – Service Level Agreement standards and quality guarantees applicable to the provision of services.
9. **Third parties** – persons not bound by this Agreement.
10. **Server** – the 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 concluding 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 it follows from the content of the agreement that it is not of a professional nature for that User, resulting in particular from the scope of business activity performed by the User as disclosed under the provisions on 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 online registration forms or in instructions sent via e-mail.
2. If any data provided during Registration changes, the User must update it without delay. Any correspondence sent to the User at the last address provided shall be deemed properly 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 using an online payment system. After the User makes a 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. Additionally, 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 deemed the date on which funds are credited to Artnet's account.
 7. The Service will be activated after the User pays for the first billing period, within the timeframe specified during the Service purchase procedure.
 8. The Agreement is concluded upon placing an order, accepting the Terms and Conditions, making payment by the User for the first billing period, and configuring the Service by Artnet.
 9. If the User does not 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 despite the User fulfilling all obligations under the Terms and Conditions related to the service launch procedure,
 - b) breach of the Terms and Conditions by Artnet,
 - 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(13) may withdraw from the Agreement without giving any reason within **14 calendar days** from the date of its conclusion. To meet this 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 to have been concluded, and the Consumer or the entity referred to in item § 2(13) shall be released from all obligations and shall receive a refund of funds paid towards concluding the Agreement.
 13. Statements regarding termination of the Agreement, dissolution of the Agreement, lack of willingness 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(2),
 - b) electronically, to: biuro@artnet.pl or sales@artnet.pl.

§ 4

Liability

1. The User bears full liability for any Content placed by the User on the server made available under the Service, for the manner in which the server made available under the Service is used, and for the truthfulness of the declarations made pursuant to § 4(3).

2. The User undertakes to exercise due care to ensure that third parties using the functionalities and services offered by the User with the use of the server made available under the Service comply with the provisions of § 4(3) of these Terms and Conditions applicable to the User.
3. The User declares that the Service purchased will not be used for:
 - a) infringement of personal rights and copyrights,
 - b) committing prohibited acts within the meaning of applicable law,
 - c) sending spam,
 - d) unlawful interference with the Operator's systems or hacking other servers on the Internet,
 - e) hacker attacks including DDoS, phishing and similar; breaking or violating the security of any systems, servers, e-mail, websites; promoting or publishing tools created for illegal activities, including breaking electronic security, e.g. 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 sharing content commonly considered offensive,
 - g) violating the privacy of other Internet users, posting unlawful data and data inconsistent with the actual facts,
 - h) other acts constituting a breach of the existing legal order, social norms and accepted customs, and good morals.
4. Artnet reserves the right to block Content that violates these Terms and Conditions using all necessary technical measures.
5. In the event of repeated reports regarding 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 Artnet's data centre, the attacked server may be blocked immediately.
7. Artnet shall not be liable for:
 - a) any losses incurred by the User if such losses result from 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 will provide an SLA at a level of 99.982% of time calculated on an annual basis.
9. The contractual penalty for failure to meet SLA parameters is limited to six times the value of the monthly fee paid by the User and does not include any lost profits.

§ 5

User's obligations

1. If a third party asserts any claims against Artnet in connection with the User's operation of the server, the User shall take all steps necessary to protect Artnet against such claims. In particular, the User undertakes to promptly provide explanations to the claimant, provide Artnet with legal assistance, join the proceedings alongside or instead of Artnet, and release Artnet from all claims, as well as reimburse Artnet for incurred legal service costs and other expenses related to conducting the dispute.

§ 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).
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) details of the entity submitting the complaint and the full 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 concerned,
 - d) evidence supporting the complaint,
 - e) the requested remedy,
 - f) indication of the form in which a 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 the e-mail address used to submit the complaint,
 - g) if the method of providing the response is not indicated, the response will be provided in paper form or one of the e-mail addresses referred to 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 Service Provider's registered office address indicated in these Terms and Conditions or by e-mail to: biuro@artnet.pl or sales@artnet.pl.
4. In the event a complaint is submitted in writing or orally for the record at Artnet's premises, an authorised Artnet employee receiving the complaint draws up minutes of the complaint submission. A copy of the minutes constitutes confirmation of submission and is promptly provided to the Subscriber on a durable medium.
5. For complaints sent by post, courier, by phone or electronically, Artnet sends confirmation of receipt of the complaint within 14 days from the date of submission or delivery.

6. If a complaint does not meet the requirements set out in item 2, Artnet—if it deems it necessary for proper examination—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 will result in the complaint being left unexamined. After ineffective expiry of this period, the complaint shall be left unexamined.
7. Artnet will consider the complaint within 14 days of receipt. The period for supplementing the complaint is not included in the time limit for considering the complaint; where supplementation is required, the time limit begins to run only from the date of delivery of the supplemented complaint.
8. The User will be notified by Artnet of the outcome of the complaint. The decision on the complaint together with justification will 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 these Terms and Conditions. Amendments enter into force 14 days after their publication on www.artnet.pl.
2. Artnet considers that the User has accepted the amendments if the User has not terminated the Agreement by the end of the period indicated in item 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 Artnet's registered office.
4. The provisions of these Terms and Conditions do not infringe the Consumer's rights under applicable law, which shall apply with priority over the provisions of these Terms and Conditions.

Gdańsk, July, 23 2026