

REGULATIONS OF THE WEB SERVICE WWW.SMARTWEBTECHNOLOGIES.EU

§1 GENERAL PROVISIONS

1. The website at www.smartwebtechnologies.eu is run by ARTplus24 Sp. z o.o. , NIP 677-237-06-3, place of business and address for service: **ul. Tadeusza Wyrwy-Furgalskiego 1, 30-217 Kraków, Polska**, email address: **orders@smartwebtechnologies.eu**, Phone number: **+48 12 222 00 25 (Poland)**.
2. The website operates on the principles set out in these Regulations.
3. The Regulations specify the types and scope of services provided electronically by the Website www.smartwebtechnologies.eu, the rules for the provision of these services, conditions for concluding and terminating contracts for the provision of Electronic Services, as well as the complaint procedure.
4. At the moment of taking steps to use the Electronic Services of the Website www.smartwebtechnologies.eu, each Client is obliged to comply with the provisions of these Regulations.
5. In matters not covered by these Regulations, the following provisions shall apply:
 - Civil Code;
 - Act on consumer rights of 30 May 2014 (Journal of Laws of 2014, item 827);
 - Act on Copyright and Related Rights of February 4, 1994 (Journal of Laws No. 24, item 83 as amended);
 - Act on the provision of electronic services of July 18, 2002 (Journal of Laws No. 144, item 1204 as amended) and other relevant provisions of Polish law.

§2 DEFINITIONS

1. CONTACT FORM - a form available on the Website enabling sending a message to the Service Provider.
2. REGISTRATION FORM - a form available on the Website enabling the creation of an Account. The Registration Form allows you to create an Account corresponding to a specific User.
3. CONSUMER - a natural person who performs with the entrepreneur a legal act not related directly to its business or professional activity.

4. ACCOUNT - a set of resources in the Service Provider's ICT system, in which the User's data are collected, marked with an individual name (login) and password provided by the User.
5. LICENSE - license agreement within the meaning of chapter 5 of the Copyright and Related Rights Act of February 4, 1994. (Journal of Laws No. 24, item 83).
6. SUBSCRIPTION PERIOD - the time for which the service provided by the Service Provider has been purchased, calculated by month - 1 month, 3 months, 6 months or 12 months - depending on the type of service, unless the parties have agreed otherwise due to the specificity of the service. If the service is paid for in an amount higher than one Subscription Period, it is assumed that the fee was paid for a multiple of 1 month, 3 months, 6 months or 12 monthly Subscription Periods - depending on the type of service, unless the Consumer requests a refund of the overpayment made. The day of the beginning of the new Subscription Period shall be deemed the day following the end of the previous Subscription Period.
7. REGULATIONS - these Website regulations..
8. INTERNET SERVICE - the Service Provider's website at www.smartwebtechnologies.eu
9. SERVICE PROVIDER, SUPPLIER - ARTplus24 Sp. z o.o., NIP 677-237-06-3, ul. Tadeusza Wyrwy-Furgalskiego 1, 30-217 Kraków, Poland.
10. SERVICE USER, USER - a natural person, legal person or organizational unit without legal personality, which the law grants legal capacity, using the Electronic Service.
11. ELECTRONIC SERVICE - a service provided electronically by the Service Provider to the Service Users via the Website.

§3

TYPE AND SCOPE OF ELECTRONIC SERVICES

1. The Service Provider enables the use of Electronic Services via the Website, such as:
 - a) Access to the Customer Panel,
 - b) maintaining an Account on the Website,
 - c) hosting (basic, ownCloud),
 - d) server service (VPS servers, NAS, mailing servers, Plex multimedia servers and dedicated servers),
 - e) backup service (email backup, backup servers),
 - f) providing disk space and / or bandwidth and enabling available components in accordance with its specification listed on the website in the given package,
 - g) technical service.
2. Provision of Services to Customers on the Website is carried out under the conditions set out in the Regulations.
3. The Service Provider has the right to place advertising content on the Website. This content is an integral part of the Website and the materials presented on it.

§4

CONDITIONS FOR THE PROVISION AND CONCLUSION OF CONTRACTS FOR THE PROVISION OF ELECTRONIC SERVICES

1. Provision of Electronic Services referred to in Chapter III point 1 lit. a) to b) of the Regulations by the Service Provider is free of charge.
2. Provision of Electronic Services referred to in Chapter III point 1 lit. c) to g) of the Regulations by the Service Provider is payable in accordance with the Website price list and depending on the package selected. Services available in paid packages are available after paying for them.
3. Information on the Website does not constitute an offer within the meaning of the law. By placing an order, the Customer submits an offer to buy a specific package (service) on the conditions specified in its description.
4. The package (service) price shown on the Website is given in Euro (EUR).
 - a) Contains all components, including 19% VAT, for individuals and enterprises registered in the Federal Republic of Germany and enterprises without an active taxpayer identification number.
 - b) Includes all components, including 0% VAT for companies with an active taxpayer identification number and no registered business activity in the Federal Republic of Germany.
5. Payments referred to in point 2 of this chapter should be made via electronic payment services (PayU.com) or by transfer to the Service Provider's bank account **IBAN PL 73 2530 0008 2062 1058 7153 0001**.
6. In the case of payments via electronic payment services, the Service Recipient makes the payment before starting the service.
7. The payment operator is PayU SA.
8. The service which is the subject of the contract is carried out after payment on the terms set out in the Regulations and in accordance with the Website price list.
9. Period for which the contract is concluded:
 - a) The contract for the provision of Electronic Services consisting in the operation of the Account is concluded for an indefinite period.
 - b) The contract for the provision of Electronic Services consisting in hosting is concluded for a definite period and terminates at the end of the period for which it was concluded.
 - c) The contract for the provision of Electronic Services consisting in providing access to the server is concluded for a definite period and terminates at the end of the period for which it was concluded.
 - d) The contract for the provision of Electronic Services consisting in technical maintenance is concluded for a definite period and terminates when the use of this Service is discontinued. Assistance is provided on business days by e-mail or telephone during office hours. The Supplier does not provide direct assistance to the Customer's clients, unless the contract provides otherwise.

10. Technical requirements necessary to cooperate with the ICT system used by the Service Provider:
- a) A computer or mobile device with internet access,
 - b) access to email,
 - c) Web browser,
 - d) enabling cookies and Javascript in the web browser.
11. Unless otherwise agreed, the services provided by the Supplier may be outsourced to colleagues or subcontractors.
12. The Service Recipient is obliged to use the Website in a manner consistent with the law and decency while respecting personal rights and intellectual property rights of third parties.
13. The recipient is obliged to enter data consistent with the facts.
14. The Service Recipient is prohibited from providing unlawful content. The Service Recipient has no right to violate statutory bans through his internet presence, as well as through posted materials and banners.
15. Under pain of immediate suspension of the provision of services, the Customer is obliged not to perform the following activities, using the resources of the Supplier:
- a) unauthorized hacking into foreign computer systems (hacking);
 - b) conducting DDOS attacks;
 - c) hindering the operation of foreign computer systems by sending / redirecting data stream and / or emails (SPAM / mail-bombing);
 - d) searching for open access points to computer systems (port scanning);
 - e) sending emails to third parties for advertising purposes, unless the addressee has given his consent;
 - f) forgery of IP addresses, email headers and news, as well as the spread of viruses;
 - g) installing game servers, unless otherwise stated or the offer provides for the installation of games.

§5

CONDITIONS FOR TERMINATION OF CONTRACTS FOR THE PROVISION OF ELECTRONIC SERVICES

1. Termination of the contract for the provision of Electronic Services between the Service Provider and the Service Recipient occurs in the event of failure to make the payment ordered for the extension of the service for the next period by the Service Recipient, in accordance with the set deadline.
2. The Electronic Service is launched no earlier than on the date of conclusion of the contract, after the payment for the ordered Electronic Service has been received, in accordance with the payment order.
3. The Service Provider may terminate the contract for the provision of electronic services in the event that the Service Recipient violates the Regulations, in particular when he provides unlawful content after an unsuccessful earlier call to stop the violations with an appropriate deadline. In this case, the contract expires immediately.

§6 COMPLAINTS PROCEDURE

1. Complaints related to the provision of Electronic Services by the Service Provider:
 - a) Complaints related to the provision of Electronic Services via the Website may be submitted by the Customer via e-mail to the following address: orders@smartwebtechnologies.eu.
 - b) In the e-mail above, please provide as much information and circumstances as possible regarding the subject of the complaint, in particular the type and date of irregularities and contact details. The information provided will significantly facilitate and accelerate the consideration of complaints by the Service Provider.
 - c) Consideration of the complaint by the Service Provider takes place immediately, not later than within 14 days from the date of notification.
 - d) The Service Provider's response to the complaint is sent to the Customer's e-mail address provided in the complaint application or in another manner provided by the Customer.

§7 RIGHT TO WITHDRAW FROM THE CONTRACT

1. The Service Recipient who is also a Consumer who has entered into a distance contract may withdraw from it without giving reasons by submitting a relevant statement within 14 days. To meet this deadline, it is enough to send a statement of withdrawal from the contract.
2. The fourteen-day period within which the Consumer may withdraw from the contract is counted from the day on which the Consumer concluded the contract for the provision of services.
3. **The right to withdraw from a distance contract is not entitled to the consumer in the case of a contract in which the subject of the service is a service, if the entrepreneur has fully performed the service with the express consent of the consumer who was informed before the start of the service that after its fulfillment by the entrepreneur will lose the right to withdraw from the contract.**
4. If the Consumer exercises the right to withdraw from the contract after submitting a request to perform the service, he has the obligation to pay for the services fulfilled until the withdrawal from the contract.
5. The amount of payment is calculated in proportion to the scope of the service rendered, taking into account the price or remuneration agreed in the contract. The basis for calculating this amount is the market value of the service provided.

§8 INTELLECTUAL PROPERTY

1. All content posted on the website at www.smartwebtechnologies.eu enjoys copyright protection (except for elements used under license, transfer of copyright or fair use) are the property of ARTplus24 Sp. z o.o., NIP 677-237-06-3, ul. Tadeusza Wyrwy-Furgalskiego 1, 30-217 Kraków, Poland. The Service Recipient bears full responsibility for damage caused to the Service Provider, resulting from the use of any content on the website www.host1.eu, without the Service Provider's consent.

2. Any use by anyone, without the express written consent of the Service Provider, of any of the elements constituting the content and content of the website www.smartwebtechnologies.eu constitutes a violation of the copyright of the Service Provider and results in civil and criminal liability.

§9 RESPONSIBILITY

1. The Service Provider takes all measures available to it to protect Users' data in the Hosting service.

2. The Service Provider is not responsible for the protection of Users' data in the Virtual Servers and Dedicated Servers services.

3. The Service Provider undertakes not to disclose Users' data to third parties.

4. Users are fully responsible for breaking the law or damage caused by their activities on the Website, in particular providing false data, disclosure of classified information or other secrets protected by law, violation of personal rights or copyrights and related rights, as well as the processing of Users' personal data contrary to the purposes of the Website or in violation of the provisions of the Personal Data Protection Act.

5. The Service Provider undertakes to inform Users in advance about possible disruptions in the operation of the Website, in particular about interruptions in access.

6. The Service Provider is not liable to Customers who are not Consumers:

a) for any damages and losses directly or indirectly (including damages due to loss of profits from running a business, business interruptions or loss of economic information and other property damage), arising from the use, inability to use or incorrect operation of the Website's software, damages arising from the shutdown or failure of the IT system, power network failure,

- b) in connection with the improper use of the Website by a Service Recipient who is not a Consumer and the malfunctioning of computer equipment, computer software or communication system by which the Service Recipient connects to the Service system,
- c) for any damages resulting from errors, breakdowns and interruptions in the functioning of the Website or caused by incorrect entry or reading of data downloaded by the Customers.,
- d) for disruptions in the proper functioning of the Website, as well as the loss of data of non-Consumer Customers resulting from force majeure or third parties,
- e) for actions of third parties consisting in the use of data and materials placed on the Website in breach of generally applicable law or the Regulations,
- f) for the inability to log in to the Website's system caused in particular by: the quality of the connection, the failure of the ICT system or power network, incorrect configuration of the software of non-consumer Customers,
- g) for the consequences of losing the password.

§10 FINAL PROVISIONS

1. Agreements concluded through the Website are concluded in accordance with Polish law.
2. Changes made to the Website's Regulations by the Service Provider, bind the Service User, provided that he has been properly informed about the changes and has not terminated the contract for the provision of electronic services within 14 days from the date of notifying the Customer about changes by the Website.
3. All disputes arising between the Service Provider and the Service Recipients will be resolved first by negotiation with the intention of resolving the dispute amicably. If, however, this would not be possible or would be unsatisfactory for either party, the disputes shall be resolved by a competent common court in accordance with point 4 of this chapter..
4. Court settlement of disputes:
 - a) Any disputes arising between the Service Provider and the Service Recipient who is also a Consumer are submitted to the competent courts in accordance with the provisions of the Code of Civil Procedure of November 17, 1964 (Journal of Laws No. 43, item 296, as amended).
 - b) Any disputes arising between the Service Provider and the Service Recipient who is not also a Consumer shall be submitted to the court having jurisdiction over the Service Provider's seat.
5. The Service Recipient who is a Consumer also has the right to use out-of-court dispute resolution, in particular by submitting an application after mediation to initiate mediation or an application for consideration of a case by an arbitration court.
6. In order to resolve the dispute amicably, the consumer may, in particular, file a complaint via the ODR (Online Dispute Resolution) online platform, available at:
<http://ec.europa.eu/consumers/odr/>.