

Terms of Service

§ 1. Subject of the Regulations

The present Regulations lay down the principles of provision and quality assurance with regards to the services of making available and maintaining website hosting on the Internet provided by Smarthost Sp. z o. o. under the brand Smarthost (hereinafter: Smarthost).

The terms used below shall mean:

1.Smarthost - entity providing the Services electronically in accordance with the provisions of the following Regulations, i.e. Smarthost Sp. z o. o., whose electronic addresses, registered office and address are specified under the following address: <https://www.smarthost.eu>.

2.Regulations - the present Services Provision Regulations, issued on the basis of Art. 8, passage 1 of the Act of 18 July 2002 on the provision of services by electronic means, available at the website <https://www.smarthost.eu>

3.Price List - list of Smarthost prices, available under the address <https://www.smarthost.eu>

4.Contract – the contract entered into between Smarthost and the Customer for the provision of Services, an integral part of which are the present Regulations.

5.Customer - natural person, legal person and an organizational unit not having a legal personality, with full capacity, who contracted Smarthost to provide the Services, by way of filling out an electronic order form available on the website <https://www.smarthost.eu>

6.Consumer - a natural person who enters into a contract for the provision of services, or on behalf of whom such a contract is entered into, for a purpose not directly related to business or professional operations conducted thereby.

7.Party – Smarthost or Customer, jointly called the Parties.

8.Service:

- A Service provided by Smarthost for the benefit of the Customer, parameters of which are set forth in the specification of a given Service, made available by Smarthost at the time of its registration, or
- A Service of Smarthost mediation in entering into a contract on the provision of the Service by a third entity for the benefit of the Customer, in particular in the scope of mediating during registration of a domain or an SSL certificate for the benefit of the Customer along with the accompanying administrative and technical service.

1.Services Specification - characteristics of the Service offered and provided by the Service Provider.

2.Transfer - traffic limit determined by Smarthost and included in the specification of a given service, calculated in the IP layer to and fro the Customer's Service, to be used in a settlement period; the limited traffic package includes: data downloaded from the WWW server, headings of inquiries and answers of the HTTP protocol and the transfer generated by an FTP certificate (FTP server), SMTP, IMAP, POP3 and other services activated for the needs of the Customer.

3.Subscription Fee – remuneration for the service provided by Smarthost in the settlement period. Said remuneration does not include in particular, costs related to obtaining access to the Service, telecommunication, bank and postal fees, purchase of software or hardware for the use of the Service, designing websites or configuration of the computer system of the Customer.

4.On-line Payment System – electronic payment system fees supplied by external companies, which is implemented in order to pay for services. For the purpose of paying for services, multiple on-line payment systems may be made available for the Customer's choice.

5.Settlement Period - period in which Smarthost shall settle the Remuneration for Services provided for the benefit of the Customer, by default equal to the effective period of the Contract.

6.Payment – monies paid for the service for a specific Settlement Period, for which Smarthost makes available the possibility of payment via the On-line Payment System. Payment Execution shall be the necessary condition for entering into the Contract for Services Provision. Payments shall be generated in cycles for a specific Settlement Period.

7.Domain Registrar - the entity managing the domain names register specified at www.iana.org, www.dns.pl, or another entity that, directly or indirectly, shall be entitled to register and maintaining a domain.

8.Domain - a unique sequence of characters, which is or which may be registered by the domain registrar, consisting of a chosen name and extension.

9.Spam - information sent electronically, which was not the object of addressee's order fees e.g. unordered commercial information.

10.Failure - an abnormality in Service provision by Smarthost, resulting in an interruption in Service provision or a significant drop in the quality thereof.

11.Customer Panel – an application used by the Customer for managing service status, Customer data, payments and invoices for Services,

12.Force Majeure – external unforeseeable event, impossible to be prevented, the source of which may

be in particular catastrophic forces of nature, acts of legislative and executive authorities, as well as certain social unrests;

§ 2. Entering into the contract

1. Entering into the Contract for Services Provision shall be preceded by Service registration. Commencement of Service Provision for the benefit of the Customer (if possible for a given service), shall proceed immediately after acceptance of the registration form, which shall be communicated to the Customer, to the e-mail address indicated in the registration for a test period of 14 days. The Test Period shall serve the Customer to become familiar with the functionality of a given Service.

2. At the moment of Service activation, a Payment shall be added due to Service maintenance, which shall be available in the Customer Panel.

3. Transfer Limit possible to be achieved, throughout the Trial Period measured on the IP layer to and from the Service cannot exceed 10GB of data. Smarthost reserves the right to introduce a limit on e-mail sent, by way of using the Service, limiting the number of e-mail to 50 per hour throughout the Trial Period.

4. Entering into the Contract for Services shall occur upon payment for services in full, on the conditions specified in the present Regulations, Smarthost offer including a Price List and Services Specification, in Regulations of specific services and promotional Regulations.

5. The amount of the first subscription fee shall result from the Price List binding as of the date of registration, while in the case of subscription fees, for consecutive settlement periods from the Price List binding on the 28th day before terminating the previous settlement period. Any and all subsequent changes to the Price List shall not affect the amount of the subscription fee for a given subscription period and shall apply only to the next settlement period.

6. Lack of payment of the fee for server services within 14 days from the date of ordering the Service shall result in locking access to the Service on the 15th day from the date of order for a subsequent 14 days. If, at that time Smarthost should record payment due to Service maintenance, access to the Service shall be unlocked, and the subscription extended for a settlement period calculated from the date of ordering the Service.

7. A Service unpaid within 28 days from order date shall be removed along with additional Services ordered thereto and with all data placed on the drive surface made available. The order shall be cancelled, which Smarthost shall communicate to the Customer via e-mail. Cancelling an order shall be tantamount to terminating the contract.

8. Smarthost shall be entitled to process personal data as defined by the Act of 29 August 1997 on Personal Data Protection (Journal of Laws of 2002, No. 101 item 926 as amended) in connection with the provision of services and in this scope the rights and obligations thereof shall be shaped this Act, subject to modifications included in the Act of 18 July 2002 on the electronic provision of services (Journal of Laws of 2002, No. 144 item 1204). The Customer shall have the right to inspect their data and amend them, additionally they shall have the right to demand a cessation of data processing and to submit an objection with regards to data processing resulting from Art. 32, passage 1, items 7 and 8 of the Act on personal data protection, subject to absolute rights of Smarthost resulting from the aforementioned Act.

9. During Service registration, the Customer shall submit the data required by Smarthost, reflecting the reality, which include:

- first and last names,
- Unique ID - identification number in an ID card or passport, if the Customer is a Consumer,
- full company name and VAT number (or VAT-EU), if the Customer is an entrepreneur,
- address of residence or the address of the registered office,
- mailing address, if it is different than the address referred to above,
 - e-mail address and the Customer's contact number.

1. Smarthost shall have the right to refuse entering into a contract and providing Services or to withdraw from an effective contract, in the case when:

- The Customer provides the data requested by Smarthost not in line with reality,
- Smarthost has previously terminated a contract with the Customer in result of circumstances, responsibility for which shall rest with the Customer,
- There is justified concern that the Service shall be used for any purposes inconsistent with the nature and intended use of the Service, in particular if it shall be used by the Customer in a manner preventing or disrupting the use of equipment resources of Smarthost or other Customers,
- There is a concern that the Service shall be used to perform activities constituting unlawful acts, in particular sending spam,
- The Customer has previously, on their own or in conjunction with or through other persons, used the Service in a manner contradictory to the purpose thereof,
 - The Customer has breached, during registration or in connection with previous use of services, the rights of third persons or binding regulations, including, i.a., has committed an illegal act.

1. Upon registration, the Customer declares that:

- they have become familiar with the contents of documents constituting the basis for entering into the contract,
- expresses consent for entering into the contract via electronic means,
- expresses consent for processing their personal data collected by Smarthost in order to perform the contract entered into, including to process this data in the future, also in the scope of making payments for the service via specialized websites and transfer this data to entities indicated during registration or in the Regulations,
- has been informed about the right to access their personal data and amend them, demand cessation of processing them and object against their processing,
 - express consent to receiving, to the e-mail address designated when entering into the contract or a new one designated at a later date, information about changes in the scope of providing the services by Smarthost, commercial information concerning new Smarthost services and those of its partners,
 - express consent for receiving VAT invoices in electronic form available in the Customer Panel.

§ 3. Effective term of the Contract, services prolongation and termination

- 1.The Contract shall be entered into for a definite period specified therein, i.e. the settlement period and shall be automatically extended for subsequent settlement periods, subject to payment by the Customer the Subscription Fee due for Smarthost for a subsequent Settlement Period, prior to the date of Contract expiry.
- 2.For 28 days prior to the end of the current Settlement Period, Smarthost shall inform the Customer via e-mail about the end of the settlement period and the amount of fees for extending the subscription for the subsequent period and make available in the Customer Panel, a new Payment due for Services maintenance for a subsequent Settlement Period.
- 3.The Customer shall extend the Service to the subsequent settlement period by making a payment for the service as an on-line payment, on the basis of a payment available in the Customer Panel due to services maintenance, for a subsequent settlement period.
- 4.The Customer shall be obliged to pay for a subsequent Settlement Period at the latest 7 days prior to the expiry of the previous Service settlement period.
- 5.The Customer, by making a payment for services maintenance in a subsequent settlement period, and in the case of payment by a third person, when starting to use the Service, declares that they have become familiar and accept the terms of the current Regulations, price-list and Service specification available on Smarthost websites and simultaneously a contract for the provision of Services in a subsequent settlement period shall be entered into. The approved conditions are the only binding conditions, on which Smarthost provides the service.
- 6.After recording a payment confirmation from the on-line payment system for services maintenance for a subsequent Settlement Period, the period of Service provision shall be extended for a subsequent Settlement Period calculated from the date of completion of the previous Settlement Period.
- 7.No confirmation of payment from the on-line payment system for services maintenance for the subsequent settlement period until the last day of the Service settlement period shall mean blocking access to the Service starting from the next day after the end of the settlement period. The Customer consents to data storage for a period of subsequent 14 days.
- 8.If within 14 days from the completion of the previous settlement period, Smarthost records a payment confirmation from the on-line payment system, for services maintenance for the subsequent settlement period, access to the Service shall be unlocked, and the time of Services maintenance shall be extended by a subsequent Settlement Period calculated from the date of completion of the previous period.
- 9.Lack of payment confirmation from the on-line payment system for services maintenance for the subsequent settlement period until the 14th day after the end of the previous settlement period shall mean a termination of the contract with Smarthost and the removal of the Service with additional Services ordered thereto, along with all data placed on the drive space made available.
- 10.Smarthost may terminate the Contract in electronic form by means of e-mail, effective immediately, if the Customer should breach the provisions of the Regulations, in particular the occurrence of premises indicated in §5 when the Customer did not remove the breach within the time indicated by Smarthost.
- 11.Each Party may terminate the Contract effective immediately in the case of repeated or gross breach of Contract provisions by the other Party, as well as should circumstances exhibiting features of Force Majeure make it impossible to perform the Contract provisions for a total of 60 (sixty) days. The Party which encountered difficulties in the performance of the Contract in result of Force Majeure, shall be obliged to notify the other Party within 5 days from its occurrence.
- 12.In the case of unilateral Contract Termination by the Customer or Smarthost, for reasons on part of the former, prior to the deadline for specified in the Contract, the Customer shall not be entitled to a refund of the remuneration for the unperformed part of the Service. This principle shall not apply to situations, where the Customer is a Consumer - in this situation, Smarthost shall return to the Customer, the subscription fee proportionally, less the fee for the period when the Customer used the Service.
- 13.In the case of unilateral Contract Termination by the Customer or Smarthost for reasons on part of the

Customer prior to the deadline specified in the Contract, entering into which was connected with a discount granted to the Customer, the Customer shall be obliged to pay a contractual penalty fee equal to the value of the discount granted to the Customer.

14. After Contract termination, Smarthost reserves the right to remove the data stored by the Customer in connection with the use of the Service, in particular websites files and e-mail accounts.

15. Contract Termination may be performed in electronic form by way of an e-mail.

16. The Customer being a Consumer, entering into the Contract remotely, may withdraw therefrom without giving the reasons, by submitting an appropriate statement in writing within ten days from the date of entering into the Contract, unless exceptions should apply, specified in Art. 10, passage 3 of the Act on protection of certain consumer rights and the liability for damage caused by a hazardous product.

§ 4. Payments

1. Payment for the Service shall be fixed in accordance with the Price-List available on the Smarthost website, binding on the day of ordering the Service or on 28 days prior to the commencement of the next settlement period for the Service. The subscription fee shall be indivisible.

2. Payment for the service shall be settled in Settlement Periods.

3. The Customer shall be obliged to submit a payment for the Service by way of the on-line payment system made available in the Customer Panel. In the case of payments by third persons, the Customer confirms the will of entering into the contract, expressed via a third person, who had made the payment, by way of using the Service.

4. The date of payment shall always be the date of receipt of a payment confirmation from the on-line payment system of the full amount of receivables. Any additional fees connected with making a payment, including bank fees shall be borne by the Customer.

5. In the event of non-payment within the set deadline, Smarthost shall have the right to suspend the provision of the Service or to limit its functionality, including restricting the traffic package, without any responsibility towards the Customer due to those suspensions or limitations. Lack of payment for a subsequent 14 days shall result in contract termination upon expiry of that term. In such a case, any and all data introduced by the Customer to the Smarthost system shall be removed without Smarthost incurring any liability on this account.

6. Smarthost reserves the right to change the prices for the Service. New prices shall be communicated in the updated Price-List available on Smarthost websites and shall be binding from the date of introducing the changes. A change of the price for Service during a settlement period shall not involve additional costs on part of the Customer until the end of the Service settlement period already paid for.

7. VAT invoice for Services maintenance shall be issued with the Customer's data provided in the Smarthost Customer Panel. A VAT invoice shall be issued with Customer's data, 7 days from the date of registering a payment on the Smarthost account. The Customer shall have access to the invoice from the Customer Panel.

8. VAT invoices shall include the amount of VAT calculated in accordance with the following rates:

1) for Customers being active VAT payers within the European Union (having an active VAT-EU number) the calculated rate shall be 0%. VAT calculation shall be imposed on Customer pursuant to Art. 196 of Council Directive No. 2006/112/EC,

2) for Customers not being active VAT payers within the European Union, including those being Consumers, the basic VAT rate shall be calculated, binding in the state of the Customer's place of residence or registered office.

3) for Customers having their registered offices or places of residence outside the European Union, the calculated rate shall be 0%,

4) for Customers having their registered offices or places of residence in Poland, a basic VAT rate binding in Poland shall be calculated.

9. Settlements via the debit card transaction on-line payment system shall be conducted via Dotpay sp. z o.o. having its registered office in Poland, Kraków ul. Wielicka 72, 30-552 Kraków, NIP 6342661860, REGON 240770255, KRS 0000700791.

§ 5. Obligations of the Parties

1. The Customer shall be obliged to notify Smarthost on any and all changes affecting the execution of the Contract.

2. The Customer shall be obliged to submit truthful data in the services ordering process.

3. The Customer shall be obliged to realize payments in a timely manner.

4. The Customer undertakes to use the Service, in a manner not breaching the legal regulations, as well as third party rights resulting therefrom (in particular personal rights, copyrights), in accordance with good customs. The Customer shall bear responsibility for the manner of use of services by third entities, to whom the Customer shall make the Service available.

5. Smarthost shall be obliged to provide the Service in the full scope with all due diligence. Smarthost shall not be liable for failure to perform or the improper performance of the Service for reasons on part of other entities.

6. In order to perform the Service with all due diligence, Smarthost shall have the right to update the software on the servers.
7. Smarthost reserves the right to introduce technical breaks in the Service functioning, connected with servicing and maintaining the system, which shall be as short as possible and conducted during times of reduced load, which it shall communicate to the Customer via e-mail.
8. In accordance with the principles of the claim procedure specified in the Regulations, the Customer shall be obliged to immediately inform Smarthost about the lack of availability of the Service or any irregularities. Smarthost shall ensure the removal of failures without undue delay.
9. Smarthost shall be entitled to temporarily suspend the Service provision, or limit the functionality thereof, without warning and without suffering any liability therefor if the Customer:
- shall be in breach of the provisions of the present Regulations,
 - uses the Service in a manner which may result in a breach of the proper operations of Smarthost computer networks and systems,
 - disrupts operations of internet services of Smarthost Customers or Internet users,
 - conducts activities designed to obtain unauthorized access to computer systems or information stored therein, in particular circumventing and breaching security mechanisms and procedures,
 - introduces changes, removes or adds any entries to information of third parties without their consent,
 - stores, as part of the provided Service, unlawful data,
 - violates copyright to the software installed as part of the Service,
 - performs unauthorized scans or examines the sensitivity of other systems,
 - sends, publishes, copies, or disseminates any software containing viruses or other harmful contents,
 - commits an illegal act as defined by binding legal regulations, e.g. disseminates sales offers without documented consent of the recipient to receive such correspondence (spam),
 - uses an e-mail server, software of which shall not be secured against unauthorized use of by persons unauthorized to send e-mails, usually spam (so-called open relay),
 - acts to the detriment of other Smarthost Customers or Internet users network, e.g. by infringing on privacy or participating in extortion of confidential personal information (e.g. Phishing),
 - uses the Service to carry out or assist in carrying out "denial of service" attacks on other sites or Internet services,
 - uses unauthorized IP addresses outside the frame of the effective contract,
 - shall be unavailable to Smarthost based on contact data included in the customer panel,
 - does not perform other significant obligations resulting from the contract, in particular is responsible for the delay in payment of all or part of the fees due.
1. Should control be lost over the tools enabling control over the Service, in particular the disclosure of the access password to the Customer panel to unauthorized persons, the Customer shall be obliged to, without delay, communicate this fact to Smarthost, who shall take actions to re-establish control over the Service.
2. Each year when Smarthost shall provide the Service for the benefit of the Customer, the time of assistance, covered by the Service Fee, shall not exceed one hour, regardless of the duration of the contract.
3. A year shall be a settlement period equal to a calendar year. Should assistance be provided for over 1 hour every year, the Customer shall be obliged to pay for the services rendered, in accordance with the Price List.
4. The Customer hereby states that they are aware that the use of the Service may require particular competences in the scope of IT.
5. Smarthost shall provide the Customer, electronically or via telephone, explanations and instructions about the functionality of the provided Service. The scope of the assistance shall pertain only to information necessary for the proper use of ordered Service.
6. Smarthost shall undertake to regularly perform backup copies of Customer data stored as part of the Service, unless specific Regulations state otherwise.
7. Smarthost does not guarantee the possibility to provide telephone or e-mail support in cases directly connected with administrating operating systems such as Linux, as well as external software.
8. Smarthost reserves the right to refuse the execution of the order related to operating the Service, should a suspicion arise that said order has been issued by an unauthorized person. In such a case, Smarthost may request a confirmation of the disposition in writing.
9. The Customer shall be obliged to maintain the legality and security of the IT system employed to use the Service by regularly installing security updates supplied by the software manufacturers and to use anti-virus software updated at least once a week.
10. Smarthost shall not be responsible for securing the software installed by the Customer against the interference of third persons.
11. Smarthost shall not be responsible for a breach of copyrights to the software installed by the Customer;
12. Smarthost undertakes to notify the Customer with at least 30 days prior notice, about changes in the

Regulations or Price Lists, as well as indicate the effective date of the introduced changes. In such a case, the Customer, being a Consumer, may terminate the contract by submitting a relevant statements within 14 days from the date when it first becomes possible to familiarize oneself with Smarthost notice, and it shall be assumed that the contract shall be terminated in consequence of the submitted statement on the last day of the settlement period binding for the Customer. In this period, existing provisions of Regulations or Price Lists shall apply. Failure to submit the statement by the Customer by the appropriate deadline, shall mean consent to the changes to the Regulations and Price Lists.

13. The right to terminate the Contract shall not be granted to the Customer if the Price List change causes a reduction of the prices specified therein.

§ 6. Complaint procedure

1. The Customer shall be entitled to submit a complaint on service performed by Smarthost, in particular in connection with irregularities in the access to the Service due to a failure of non-performance thereof, in a manner consistent with the contract.

2. Customer Complaint in connection with non-performance or improper performance of the services should be sent to Smarthost in writing, to the Smarthost mailing address and define:

- Customer data allowing contact therewith and their identification as a Smarthost Customer,
- name and type of the Service, to which it pertains,
- identification of the object of the complaint and the period in question,
- circumstances justifying the complaint,

1. The provisions shall not apply to Customer applications covering only request to remove a failure or provide assistance with technical issues. Submission of the application for failure removal shall not be synonymous with submitting a complaint.

2. A Complaint should be submitted by e-mail to the following address: hosting@smarthost.eu.

3. Smarthost shall examine complaints within 14 days from the receipt of the notification from the Customer, indicating whether it acknowledges the complaint and the manner in which it intends to resolve it, or shall inform about the lack of a basis to deem the complaint justified, along with a substantiation of this opinion. Should it be necessary to explain additional circumstances connected with the Services provided to Smarthost by entities, for which Smarthost shall not be responsible, Smarthost shall, within 14 days, send information about the need to explain these circumstances.

4. Responses to complaints submitted via e-mail.

5. Should formal complaints be lack any of their elements, preventing the processing thereof, consisting of in particular, not including elements set forth in Item 2 of the present paragraph, Smarthost shall call the Customer to supplement it within 7 days from receiving information on the necessity of supplementing the complaint. After an ineffective expiration of the term specified in the present passage, the complaint shall be rejected.

6. A complaint shall not be examined, if it has not been submitted by an authorised person.

7. Submitting a Complaint shall not mean exemption from a timely payment for the Service being the object of the complaint. This provision shall not apply to contracts entered into with the Consumer.

8. Should a complaint be deemed justified, a discount shall be granted, by reducing the invoice in a subsequent settlement period. If a complaint has been submitted in the recent settlement period, the Customer shall also have the opportunity to make use of the discount for the purchase of any Smarthost service or adjustment of the last invoice for service, with a refund of a relevant part of the submitted subscription payment to the indicated bank account.

§ 7. Privacy and data confidentiality

1. Subject to obligations resulting from the commonly binding legal regulations, Smarthost shall ensure to the Customers, privacy of the information sent via Smarthost servers, as well as protection of personal data.

2. Smarthost hereby states that it processes Customer personal data on the basis of Art. 23, passage 1, item 2 and Art. 23, passage 1, item 5 of the Act on personal data protection in connection with Art. 18 of the Act on the provision of services, in the scope set out by the indicated legal regulations. In particular, transaction data, including personal data may be transferred to Dotpay Sp. z o.o. having its registered office in Kraków at ul. Wielicka 28 b, zip code: 30-552, KRS: 0000700791, in the scope necessary to process order payments.

3. The Customer expresses consent to processing personal data by Smarthost after the end of Service provision, which are necessary for the purposes of advertising, market and behavioural research and preferences, with the results of this research being used to improve the quality of the services.

4. Smarthost reserves the right to include the name of the Customer not being a Consumer in advertising and marketing materials, as well as reference letters as a Smarthost customer also after the Customer terminates the use of the Service, unless the Customer expresses an objection for such use of their data in writing.

5. In result of a cessation of the premises authorizing Smarthost to process Customer personal data,

Smarthost shall remove them without unnecessary delay, except data which is:

- necessary to settle the Service as well as pursue claims due to payments for using the Service,
- necessary to clarify the circumstances of using the Service contrary to the Regulations or with valid regulations,
- approved for processing on the basis of separate acts or a contract.

1.On the basis of a written application, the Customer shall have the right to demand from Smarthost, as the administrator, to supplement, update, rectify the personal data, a temporary or permanent cessation of the processing or a deletion thereof, if it should be incomplete, out of date, false, or has been collected with a breach of the legal regulations, or is unnecessary to fulfil the purpose, for which it has been collected.

2.The Customer shall have the right to submit an objection towards personal data processed by Smarthost on the basis of and in accordance with the provisions of the Act on Personal Data Protection.

§ 9. Responsibility

1.Smarthost undertakes to ensure in each month, a continuity of operation of the Service in a scope resulting from the Regulations, without Failure, in accordance with the present provisions, 99% of the time in each calendar month covered by a subscription fee.

2.The obligation stated in item 1 of the present paragraph shall not include in particular, events and consequences of events related to:

- exhausting the available drive surface within the Service,
- exceeding limits covered by the Contract,
- improper websites functioning, resulting from the operations of scripts or their modification by the Customer or persons authorized thereby, as well as hacking, viruses etc.,
- problems caused by loss of files and data for reasons controlled by the Customer or activities connected with their recovery,
- installing own software of the Customer,
- issues related to the use of the Service to process disproportionately high internet traffic,
- sending unwanted commercial information (spam) by the Customer,
- maintaining the systems, the need to expand or other planned activities, information about which Smarthost shall send at least 24 hours in advance,
- operations of the Customer Panel in the scope of settings not associated with the major functions of the Service. This exclusion shall apply in particular to such functions as viewing the invoices issued for the Customer, editing contact details etc.,
- withholding Service provision for regulatory reasons,
- Force Majeure.

1.Smarthost reserves the right to pause Service provision, no longer than 3 hours per pause, resulting from the need to perform maintenance works, however, no more than 12 hours in a quarter and conducted between 00:23 and 06:00 hours. Smarthost shall communicate each such pause to the Customer with appropriate advance.

2.Neither Party shall be responsible for any damage, nor otherwise for any omission or delay in the performance of any obligations resulting from the Contract, other than the obligation of payment, unless such an omission or delay shall be caused by Force Majeure.

3.Smarthost shall not be responsible for any possible damages arising in result of i.a.:

- lack of continuity of services provision caused by acts or omissions of third entities,
- natural disasters,
- incorrect use of the Service made available,
- use of the information made available to the Customer, authorising access to the Services by third persons,
- breaching the Contract provisions by the Customer.

1.Smarthost shall not be responsible for information downloaded by the Customer from the Internet, nor for any effects of their use.

2.Smarthost shall not be responsible for the contents of the Customer service websites.

3.Smarthost shall not be responsible for any benefits lost.

4.Smarthost responsibility shall in each case be limited to the value of the fee submitted by the Customer.

5.Liability restrictions included in items 5, 6, 7, 8, 9 shall not apply to Customers being Consumers.

6.Smarthost shall not be liable for damages on part of the Customer arising due to:

- pauses mentioned in § 5 item 9,
- incorrect use of the Service by the Customer, in particular by using software or devices, which may affect the stability of server operations,
- submitting untrue, incomplete data by the Customer, or failing to update it.

- breach of the provisions of the Regulations or the Contract by the Customer,
- use of the Service by third persons, to whom the Customer made the Service available, in particular the access password,
- changes of certain functions of the software supplied by third entities, remaining beyond Smarthost influence.

1.Should Smarthost fail to maintain Service availability set forth in §9 item 1 of the Regulations, the Customer shall have the right to demand a discount equal to the daily rate being a proportional part of the subscription fee for the Service encompassed by the declared availability for each hour of lack of Service over the time of Service availability.

2.The discount shall be granted upon a written complaint of the Customer, by reducing the invoice in a subsequent settlement period. If the situation of non-maintenance of service availability occurred in the last settlement period, the Customer shall have the possibility to take advantage of the discount for the purchase of any Smarthost service or correction of the last invoice for the Service, to which the non-maintained availability time pertained with a refund of a relevant part of a submitted Subscription Fee.

3.The maximum total Smarthost liability due to the time of Service unavailability shall be limited to 100% Subscription Fee value. The present provision shall not apply of Customers not being Consumers.

4.Granted discounts or payouts envisaged in the present paragraph exhausts in full, Smarthost liability towards the Customer. The Customer may not claim compensation exceeding the amount of the aforementioned provision shall not apply to Customers not being Consumers.

5.The Customer shall be entitled to terminate the Contract effective immediately, if the time of Failure removal should exceed 3 working days.

§10. Final provisions

1.The law applicable to the Contract between the Customer and Smarthost shall be that of the Republic of Poland. The Parties shall be obliged to comply with the law currently binding in the Republic of Poland.

2.Any disputes that may arise from contracts between the Customer and Smarthost concerning the provision of services by Smarthost, shall not be remedied by way of a claim procedure, shall be settled by a common court competent for Smarthost registered office. The above indication of court competence shall not apply to Customers being Consumers. The place Service provision shall be Smarthost registered office.

3.Smarthost reserves the right to block the Service and terminate the contract for the provision of the Service in Smarthost, should the Customer breach the Regulations or legal provisions.

4.In the cases not described in the Contract, Regulations nor Price Lists, relevant regulations of the commonly binding law shall apply.

5.Regulations provisions shall not prejudice consumer rights resulting from binding legal regulations, which shall take precedence before Regulations provisions.

6.The Regulations shall become effective as of 01.03.2017.