

Terms of Service for Hosting Service and Additional Service

Version dated March 1, 2023.

Whenever the word Netcloud24 appears in these regulations, it refers to the company NWMA Sp. z o.o. with its registered office in Karniowice, Mickiewicza 13, which is the owner of the domain www.netcloud24.com and provides services on it.

1. DEFINITIONS.

- 1.1. **Outage** - A problem with the service caused by Netcloud24 (hardware problem, network problem).
- 1.2. **Price List** - Presented by Netcloud24, a description containing operations to be performed and their prices.
- 1.3. **Domain** - A unique name describing a location on the Internet where the pages of a particular person or company are located.
- 1.4. **Diagnosis** - An intervention carried out by Netcloud24 at the request of the Client, in order to find the cause of the malfunction of the Service.
- 1.5. **Documentation** - Access to tools and documentation provided to the Client on the Netcloud24 website.
- 1.6. **Hosting** - Technical means and resources made available to the Client to publish and operate one or more websites, running on a shared server.
- 1.7. **ICANN** - Organization defining the rules for domain allocation and management.
- 1.8. **Client Identifier** - Client account allowing access to the service management panel.
- 1.9. **Paid Intervention** - Additional paid service provided by Netcloud24 at the Client's request.
- 1.10. **Internet** - a network of many servers connected to each other, located in various parts of the world.
- 1.11. **Client** - An individual or legal entity signing these general terms and conditions, responsible for one website or several websites (web services) installed in Netcloud24 using hosting.
- 1.12. **Administrative Panel** - The 'Client' panel available on the Netcloud24 website after logging in using the client identifier and password assigned to them.
- 1.13. **Hosting Platform** - A set of materials containing functions necessary to publish websites of the Client on the Internet.
- 1.14. **Technical Support** - Advice consisting of providing appropriate documentation regarding the installation and use of the service by the Client.
- 1.15. **Registrar** - An entity approved by ICANN, acting as a technical intermediary where domains are ordered, and which presents these orders to the Registry.
- 1.16. **Registry** - An operator operating according to rules established by ICANN and from which Netcloud24 received permission to register domains.
- 1.17. **Server** - A main computer that controls some accesses and some resources in the network.
- 1.18. **Dedicated Server** - Installation of a set of pages and elements constituting one or several websites on a server that is reserved exclusively for the Client.
- 1.19. **NETCLOUD24 Website** - The Netcloud24 company's website available on the Internet at <http://www.netcloud24.com>.
- 1.20. **Service** - Service provided by Netcloud24 in accordance with the regulations accepted by the Client.
- 1.21. **Whois** - An Internet search engine that allows obtaining information about the selected domain.

2. GENERAL TERMS.

- 2.1. Placing an order is equivalent to the Client's consent to the provisions of the terms and conditions. No special condition, except as indicated by Netcloud24, excludes the application of these general terms and conditions, unless the parties agree otherwise in writing.
- 2.2. The fact that Netcloud24 is not using any of its rights at a given time or does not object to the non-performance by the other party of any obligation contained in these general terms and conditions cannot be interpreted as a waiver by Netcloud24 of the possibility of later using one of the rights or accepting the non-performance of obligations by the other party.
- 2.3. The purpose of these general terms and conditions is to determine the technical and financial conditions on which Netcloud24 undertakes to install the Client's internet service on its hosting platform, hereinafter referred to as the Service.
- 2.4. The client acknowledges that Netcloud24 does not participate in any way in the creation of the concept, development, and implementation of the client's website and its IT tools for management and administration.
- 2.5. The service provided by Netcloud24 is subject to these general terms and conditions, which are available on the website www.netcloud24.com. These provisions constitute the entire agreement binding both parties. The client declares that they are capable of entering into this agreement and fulfilling the obligations specified therein. Netcloud24 obliges the client to comply with the rules of communication on the Internet.



3. TECHNICAL SUPPORT AND FAILURES.

- 3.1. Netcloud24 provides the client with technical support, which is available through a contact form in the client's panel or by phone at +48 532134735 from Monday to Friday from 9.00 to 17.00.
- 3.2. In case of improper functioning of the service, the client is obliged to familiarize themselves with the Documentation and to perform additional tests provided by Netcloud24 on the website <http://www.netcloud24.com>. If the problem is not solved using these tools, the client should report the failure to the Customer Service Department.
- 3.3. Procedure for reporting failures. To report a failure, the client should fill out the form available from the client's panel on the website <http://www.netcloud24.com>. The correspondence will be available in the administrative panel. The failure report form should be filled out by the client as accurately as possible, including all necessary information about the problem to speed up the diagnosis process.
- 3.4. In order to perform diagnostics, the client gives Netcloud24 personnel permission to remotely connect to the leased server and perform the operations necessary to prepare the diagnosis, both at the hardware and software levels.
- 3.5. Netcloud24 reserves the right to refuse to intervene if the client uses the service in violation of Netcloud24's regulations or in violation of the law.
- 3.6. Correspondence between the parties, including electronic correspondence and telephone conversations, will be the basis for Netcloud24's intervention.
- 3.7. As part of the failure reporting procedure, Netcloud24 conducts a diagnosis to determine the cause of the service malfunction. If during this intervention, Netcloud24 determines that the problem is due to Netcloud24's responsibility, the cost of the diagnosis will be borne by Netcloud24 in accordance with the service regulations.
- 3.8. If the cause of the failure is not due to Netcloud24's responsibility or the existence of the failure is not confirmed, the client will be charged the cost of the diagnosis determined according to the price list available on the website www.netcloud24.com.
- 3.9. If Netcloud24 is unable to find the source or cause of the service malfunction or if Netcloud24 is unable to provide a price for the solution to the problem, the client will not be charged for the diagnosis.
- 3.10. The client is obliged not to excessively use technical support. Netcloud24 may reject a request if the client's behavior or the frequency of problems reported by the client disrupts the normal work of technical support.
- 3.11. After the Diagnostics, Netcloud24 will provide the client with information on the cause of the service malfunction and provide documentation containing the solution to the reported problem. Netcloud24 will make every effort to solve the problem reported by the client.
- 3.12. After conducting the Diagnostics, Netcloud24 will provide the Client with information about the cause of the improper functioning of the Service and make available the Documentation containing the solution to the reported problem. Netcloud24 will make every effort to resolve the issue reported by the Client.

4. PRICING, SETTLEMENT, IMPLEMENTATION.

- 4.1. After filling out the order form, a contract is formulated that defines the relationship between the Client and Netcloud24. However, Netcloud24 must first send an email with information about opening an account and codes that will allow the Client to access the space reserved for their website on the Netcloud24 hosting platform. The date on which these codes are sent to the Client determines the starting date for billing.
- 4.2. In accordance with the agreement between the parties, payment for the service provided by Netcloud24 will constitute the Client's declaration of intent to enter into a contract between them and Netcloud24. This agreement may also be concluded in the presence of a representative of Netcloud24 if the Client submits a request by email or by phone, and Netcloud24 will be obliged to send the Client an email containing information about opening an account and codes allowing access to the reserved space for their website on the Netcloud24 hosting platform. The date on which these codes are sent to the Client will be the starting date for billing the service.
- 4.3. If Netcloud24 does not confirm the opening of an account, the contract will not be concluded. In such a case, the Client is obliged to contact Netcloud24 and inform them of this fact.
- 4.4. Netcloud24 provides a price list for services according to the type of services provided. The currently applicable prices are available on the website www.netcloud24.com. Offers and subscriptions are listed on the order form.
- 4.5. Netcloud24 reserves the right to change prices at any time, but undertakes to inform the Client of any price changes by email or by posting information on the website (www.netcloud24.com) with one month's notice if the new prices are less attractive to the Client.
- 4.6. In the event of a price change, the Client has the right to terminate the contract in accordance with point 9. Failure to terminate the contract in this manner will be deemed acceptance of the new prices. Price changes will apply to all contracts, including those currently being fulfilled.
- 4.7. Netcloud24 accepts payments by bank transfer to the account number provided on the pro forma invoice.
- 4.8. In the case of renewing a service, the prices applicable on the day of renewal apply. Netcloud24 sends the Client six reminder emails regarding the obligation to pay for the renewal of the service or services.
- 4.9. Reminders will be sent to the Client according to the following schedule:
 - A. reminder 60 days before the end of the contract period,
 - B. reminder 30 days before the end of the contract period,
 - C. reminder 15 days before the end of the contract period,



- D. reminder 7 days before the end of the contract period,
 - E. hosting closure 3 days before the end of the contract period,
 - F. hosting deletion 15 days after the end of the contract period.
- 4.10. Emails will be sent only to the email address of the unit responsible for payments. The Client is responsible for keeping their email address up to date.
- 4.11. If the Client fails to pay for the renewal of the service or services, Netcloud24 will not renew them as requested by the Client. The Client will receive an email informing them of the suspension of hosting on the anniversary of its launch.
- 4.12. If the Client does not pay the fee on time, Netcloud24 will perform the final removal of the service 15 days after the end of the period for which the contract was concluded. The Client will receive an email notification of the removal of the hosting due to lack of payment.
- 4.13. Netcloud24 ignores any improper payments, such as lack of payment, incorrect or incomplete payment, payment without the necessary markings, or payment made using means or procedures not accepted by Netcloud24. Any delay in payment will result in the suspension of the service after reminders are sent. The Client is obliged to pay the fees resulting from the contract regarding Netcloud24 services.
- 4.14. If the Client does not make full or partial payment of the due amount resulting from the contract within the specified time, the following consequences will arise:
- A. Netcloud24 immediately demands payment of all Client's debts resulting from the contract, regardless of the intended payment method;
 - B. Netcloud24 has the right to suspend the execution of the order that is being processed until the full amount is received;
 - C. Netcloud24 has the right to suspend all services, regardless of their type, but this does not exclude the right of Netcloud24 to terminate the contract in accordance with the procedure provided for in point 9 of these general terms and conditions.
- 4.15. The Client is obliged to report any objections regarding inconsistencies in payments or the type of services through the notification form within one month from the date of placing the order.
- 4.16. If Netcloud24 incurs any unforeseen costs related to the provided service, it will inform the Client, justify the necessity of incurring them, and send an invoice for these costs. The Client is obliged to settle this amount.

5. NETCLOUD24'S OBLIGATIONS.

- 5.1. Providing access to the server via the Internet 24 hours a day, every day of the year. In case of necessity, Netcloud24 reserves the right to interrupt the server's operation to carry out technical intervention to improve its performance. Netcloud24 will notify the Client in advance of the type and duration of the intervention.
- 5.2. Immediate intervention at the Client's request in the event of faulty server operation that is not related to the Client's improper use of the server.
- 5.3. Taking action in the event of a serious failure of Netcloud24's hosting infrastructure, including transferring the Client's service to backup infrastructure. The Client accepts that the service may be slowed down or partially restricted throughout the intervention period.
- 5.4. Ensuring the best quality of its tools.
- 5.5. Providing the Client with the option to restrict access to their website (or its parts) through ".htaccess" files.

6. NETCLOUD24'S LIABILITY.

- 6.1. Netcloud24 is not responsible for the following cases:
- A. Errors, omissions, neglect, or non-compliance with Netcloud24's recommendations by the Client;
 - B. Errors, omissions, or non-compliance by third parties for which Netcloud24 is not responsible;
 - C. Situations beyond Netcloud24's control;
 - D. Suspension of the service due to the circumstances specified in Article 8;
 - E. Distribution and illegal use of the password provided to the Client.
- 6.2. Netcloud24 is liable in accordance with the principles of civil law for services provided to Clients. Netcloud24 undertakes to exercise due diligence to provide the Client with optimal service quality, except when the service interruption has been requested by the appropriate administrative or judicial authority.
- 6.3. Netcloud24 shall not be liable in case the performance of obligations arising from the general terms and conditions is hindered or impossible due to circumstances beyond its control, such as fire, explosion, transmission network malfunction, facility destruction, epidemic, earthquake, flood, power failure, war, embargo, order or demand of a competent state authority, strike, boycott, loss of telecommunications operator's license, or other circumstances independent of Netcloud24. However, Netcloud24 may be released from fulfilling its obligations provided that the Customer is promptly informed of such circumstances. The Customer is released from fulfilling its mutual obligations if the party whose obligation performance has been hindered or made impossible uses due diligence to avoid the reasons for non-performance of the agreement and acts promptly to continue the cooperation when the reasons are removed.
- 6.4. If the party responsible for performing the obligation encounters circumstances beyond its control that will prevent or hinder the execution of the agreement, it should regularly inform the other party by e-mail about the anticipated forecasts regarding the removal of the reasons for such circumstances. In this way, the other party will be informed in real-time about the situation and will be able to take appropriate action to continue cooperation as soon as the reasons are removed.



- 6.5. If the interruption of service provision lasts longer than 30 days from the date of notification of the other party, each party will have the right to terminate the agreement without the right to demand compensation. In addition, the Customer may request the termination of the agreement due to reasons on its part, especially in the event of:
- A. Application destruction,
 - B. Improper use of terminals by the Customer or its clients,
 - C. Partial or total destruction of information transmitted or collected as a result of indirect or direct errors of the Customer.
- 6.6. Netcloud24 is not responsible for:
- A. Introducing a computer virus onto the www server or website that affects their operation,
 - B. Site migration to another environment (materials, programs),
 - C. Changes made to programs by persons other than the Service Provider,
 - D. Profit decline resulting from the operation or lack of operation, use or non-use of the site or information contained therein or should be contained therein,
 - E. Illegal hacking of the www server or website by a third party,
 - F. Temporary slowdown of throughput,
 - G. Interruption of Internet connection service due to circumstances beyond Netcloud24's control.
- 6.7. Netcloud24 is not responsible for the content of information, sounds, texts, images, photos, form elements, data available on the website, transmitted or placed on the Internet by the Customer. Furthermore, Netcloud24 is not responsible for partial or total failure to fulfill obligations by network operators (especially Internet access providers) or for failures for which such operators are responsible.
- 6.8. Netcloud24 is liable only for direct damages that have arisen as a result of improper service execution.
- 6.9. Netcloud24 is not liable for indirect damages, which include all damages that are not a direct and exclusive result of partial or total service failure provided by Netcloud24. In particular, Netcloud24 is not responsible for commercial damages, loss of orders, violations of reputation, business problems, loss of profits or customers (resulting from the dissemination of information about customers due to system hacking).
- 6.10. If the damage occurred on the Customer's side as a result of the actions of a third party, it is indirect damage and does not give grounds for claiming compensation from Netcloud24. The amount of compensation that may be required from Netcloud24 when Netcloud24 is responsible for causing the damage is limited to the amount of sums actually paid by the Customer and/or the amount of sums relating to the price of the service for which Netcloud24 is responsible. The smallest of these sums will be taken into account.
- 6.11. Netcloud24 does not perform any specific recording of data contained in domains.
- 6.12. The Customer is obliged to take all necessary measures to save their data in case of loss or destruction, regardless of the cause.
- 6.13. Netcloud24 is exempt from the obligation to apply special security measures, in particular, retaining connection logs older than one month, unless the Customer orders an additional paid service and Netcloud24 accepts this service. Netcloud24 requires the Customer to take the necessary actions to record data monthly. The Customer is responsible for saving all data that Netcloud24 provides to them, especially connection logs.
- 6.14. The same rules apply to the temporary collection of IP (Internet Protocol) addresses considered as internal security measures. Netcloud24 does not store these addresses longer than one month. Any complaint related to this data submitted after this period will not be considered, as Netcloud24 will no longer have this information.
- 6.15. If Netcloud24 is found to be responsible according to a valid court judgment, the amount of compensation that may be attributed to Netcloud24 shall not exceed the price of the service the Customer paid for the last 12 months. The Customer is obliged to regularly pay the amounts resulting from the contract for Netcloud24 services.
- 6.16. Netcloud24 is committed to exercising due diligence to ensure the stability, uninterrupted operation, and high quality of services offered to its customers. Netcloud24 takes appropriate measures to provide internet access 24 hours a day, 7 days a week.

7. CUSTOMER'S OBLIGATIONS AND LIABILITY.

- 7.1. The Customer undertakes not to install on Netcloud24 servers any websites of a racist or illegal nature, as well as websites containing links to such websites. The Customer is also obliged not to install websites of a pornographic nature. In case of installing such websites, the website may be suspended.
- 7.2. It is also prohibited to create websites related to sects or redirecting one's domain to such websites. Additionally, it is forbidden to place applications for storing, exchanging, downloading, and distributing files, including online transmission. Netcloud24 reserves the right to suspend websites used for this purpose without prior warning, including websites containing images, video files, music files encoded in MP3 or another format, and archives. The Customer also undertakes not to place on their website links leading to websites offering such services and not to redirect their domain to such websites. The Customer is responsible for complying with transfer limits and space where data can be stored according to the hosting formula and selected options.
- 7.3. The Customer is informed that intellectual property is protected by relevant legal provisions. The Customer declares that they have all intellectual property rights to their websites, including the rights to copy, display, and distribute for a specified period.
- 7.4. The Client acts as an independent entity and assumes the risk of its activities. The Client is responsible for the websites and services, for the content transmitted, distributed, or stored, its use and updating, as well as for all files, in particular address data. The Client undertakes not to violate the rights of others, in particular personal rights, intellectual property rights of third parties, including copyrights, patents, and company names. Netcloud24 is not responsible for the content transmitted, distributed, or



stored, its use and updating, as well as for all files, in particular address data. The Client declares that they accept all legal obligations resulting from the services provided by them. Netcloud24 is not responsible for violations of the law by the Client.

- 7.5. The Client declares that they have all the required permissions in the field of copyrights. Moreover, they undertake to disclose on their website the name and surname of the owner or author of the site. In case the Client does not comply with the above provisions, both regarding the website installed on Netcloud24 servers and the domain redirection to such sites, as well as violation of regulations or placing prohibited content on Netcloud24 servers, which may result in civil or criminal liability or violation of third-party rights, Netcloud24 reserves the right to interrupt the Client's service and terminate the agreement without refunding fees.
- 7.6. The Client undertakes to comply with all applicable legal regulations and to purchase all necessary insurance from an authorized organization to cover any damages that may be attributed to them under this agreement and its compliance.
- 7.7. The Client undertakes towards Netcloud24 that third parties will not make claims against Netcloud24 related to the content of the information transmitted, distributed or copied, which violate private rights, proprietary rights, patents, trademarks, designs and models, copyrights or standards concerning unfair competition, public order, customs practiced on the Internet, good morals, respect for privacy or criminal law. In case of claims from a third party against NETCLOUD24 on this basis, the Client will pay Netcloud24 compensation corresponding to the costs and expenses incurred by Netcloud24 in connection with this, including fees and legal advice costs, even if a final court decision has not yet been issued.
- 7.8. The Client also undertakes to pay directly to the third party the entire amount of the claim that this person has filed against Netcloud24. The Client also undertakes to intervene at the request of Netcloud24 in case a lawsuit is filed against Netcloud24 and to protect Netcloud24 from any claims that may be directed against Netcloud24 on this basis.
- 7.9. The Client is responsible for resolving any complaints and procedures, regardless of their form, purpose, and nature, which would be directed against Netcloud24 in connection with the Client's obligations arising from this agreement.
- 7.10. The Client bears full responsibility for the content of their website.
- 7.11. The Client has the option to increase the technical parameters of the Service. However, it should be noted that the proper functioning of hosting depends primarily on the correct configuration on the Client's side. Changing the technical parameters of the Service also does not guarantee accelerated access to the Service. Netcloud24 recommends that the Client familiarize themselves thoroughly with the technical requirements before making changes and consult with Netcloud24 in case of doubts or problems.
- 7.12. The Client accepts the fact that changes in bandwidth and improper functioning of the Internet access provider may cause a break in access to the server, which is independent of Netcloud24's will and independent of the technical means specified in Article 6.
- 7.13. Netcloud24 guarantees access to the website for network subscribers under conditions of moderate frequency. In the event that the number of connections or visits exceeds the Client's predictions and the features offered by the Service Provider become insufficient, the parties will contact each other to determine technical and financial changes in the service conditions for the Client.

8. CGI/PHP/MYSQL.

- 8.1. Netcloud24 offers hosting that enables the use of CGI, PHP, MySQL scripts, and other programs. However, it should be noted that the use of these features requires more system resources than in the case of simple websites. This information concerns the proper use of these features.
- 8.2. Clients have the possibility to create and run their own CGI, PHP, and/or SQL scripts on their account. However, they should be used responsibly. In order to ensure high-quality services, Netcloud24 reserves the right to stop the execution of certain CGI, PHP, SQL scripts, and/or websites if they consume too much server power and negatively affect the operation of the Netcloud24 server, despite the five restrictions described below.
- 8.3. If the scripts cause problems for other clients or consume too much system resources, their operation may be stopped without prior notice.
- 8.4. Clients are informed that non-compliance with these conditions may lead to improper operation of the website in any hosting service at Netcloud24 and its suspension without notice, in order to ensure high-quality services for the remaining server clients.
- 8.5. In this case, Netcloud24 will offer the Client a VPS or dedicated server lease service. Scripts may not interfere with the server and hardware configuration in any way. Using such scripts may result in the immediate deletion of the Client's account. The following criteria will be applied to accept the appropriate nature of the scripts used:
 - A. Number of www connections per day (html, php, cgi, jpg, gif, and others)
 - B. Server CPU usage (< 60 seconds at 100% CPU)
 - C. RAM usage (< 80 MB per second)
 - D. Access to the SQL server via 3 simultaneous connections (Netcloud24 recommends using short connections and closing them after use)
 - E. Other reasons not specified in these conditions, which, according to Netcloud24, may violate the Netcloud24 computer system. The Client will be required to notify Netcloud24 of the reasons for using certain scripts. Notifications will be sent automatically if any of the 5 criteria are violated. The Client is required to confirm receipt and familiarize themselves with the information contained in the return email from Netcloud24.



If the Client does not confirm receipt of the email within 12 hours, Netcloud24 has the right to close the website without notice. Files are downloaded using the FTP server.

- 8.6. SPAM use is prohibited. The Client undertakes not to use their email to send unsolicited commercial information to the designated recipient. Netcloud24 has introduced a system aimed at limiting the sending of SPAM messages via the hosting infrastructure. If the Client or a third party files a complaint about an email sent from the Netcloud24 installation or containing a URL created at Netcloud24, the Client accepts that the violation of the spamming ban entitles Netcloud24 to restrict, reduce, interrupt, or completely suspend the provision of part or all of the service in question for a minimum period of five days or to terminate the contract in the event of the Client's lack of response to warnings sent by Netcloud24 by email.
- 8.7. The Client is solely and entirely responsible for the passwords and identifiers provided by Netcloud24. Netcloud24 is not responsible for any illegal use of passwords by the Client. If improper server functioning results from the use of a password by the Client's personnel or any person to whom the Client has provided their password, contrary to the operating instructions provided by Netcloud24, the Client bears the consequences. The Client also bears the consequences of losing their password or passwords. Netcloud24 is not responsible for any damages resulting from these circumstances and they do not constitute grounds for claims against Netcloud24.
- 8.8. The Client undertakes to inform Netcloud24 of any changes regarding their situation, in particular financial, legal, and organizational (including email address changes or equipment) no later than the month in which such changes occurred. In the case of an email address change, the Client is obliged to inform Netcloud24 within 48 hours from the moment of the change. If the Client fails to inform Netcloud24 of these changes or does so too late, Netcloud24 is released from liability related to service termination.
- 8.9. The Client agrees to keep a copy of the submitted data.

9. SUSPENSION, RESTRICTION, TERMINATION OF THE AGREEMENT.

- 9.1. Either party may terminate the agreement without the right to claim damages if there are reasons provided for in point 6 of these general terms and conditions.
- 9.2. In other cases, the Client has the right to terminate the agreement by using the contact form from the Client Panel. In such a case, the Client will not be entitled to a refund of any amounts already paid to Netcloud24.
- 9.3. A breach by the Client of the provisions of point 7 of these general terms and conditions concerning hosting (websites installed on the Netcloud24 hosting platform, domain redirections, etc.), as well as any prohibited activity on Netcloud24 servers, which may lead to civil, criminal liability or infringement of third-party rights, entitles Netcloud24 to disconnect or interrupt the service for the Client and to immediately terminate the agreement. In such a case, the Client is not entitled to a refund of any amounts already paid to Netcloud24.
- 9.4. Netcloud24 has the right to terminate the agreement with one month's notice, by sending a registered letter with acknowledgment of receipt.
- 9.5. If one of the parties fails to perform one of the obligations arising from the agreement and does not satisfy this obligation within 7 days of the other party's request to perform the obligation, sent by registered letter with acknowledgment of receipt, the agreement shall be terminated.
- 9.6. The date of the postmark is considered the date of delivery of the registered letter with acknowledgment of receipt, indicating non-performance of the obligation.
- 9.7. If Netcloud24 terminates the agreement in accordance with point 9.4, the Client cannot demand a refund of the sums already paid or make any claims for compensation against Netcloud24. However, if the Client's breach of obligations causes damage to Netcloud24, Netcloud24 reserves the right to seek claims against the Client to repair the damage, reimburse incurred costs and expenses, including legal advice costs.
- 9.8. As part of the agreement, Netcloud24 undertakes to delete the files related to the Client's website, which are located on Netcloud24 servers.
- 9.9. The service will be restricted or suspended if the Client does not make a payment after receiving an electronic payment reminder.
- 9.10. Netcloud24 reserves the right to limit or suspend services without prior notice and without compensation if the Client uses the services provided in a manner inconsistent with the "Agreement" available on the website: www.netcloud24.com.
- 9.11. The service may also be limited or suspended if the detailed terms and conditions applicable to each type of service provided by Netcloud24 provide for such a penalty as a consequence of the Client's negligence.
- 9.12. Measures to limit or suspend services are applied depending on the severity and frequency of negligence. These measures are determined based on the type of detected negligence.
- 9.13. The Client agrees that Netcloud24 may limit or suspend hosting if Netcloud24 receives an order from a court or administrative authority in accordance with applicable law.

10. FINAL PROVISIONS.

- 10.1. In accordance with the Act of 2 March 2000 on the protection of certain consumer rights and liability for damage caused by a dangerous product (Journal of Laws No. 22, item 271), a Client who is a consumer has the right to withdraw from the contract within 10 days from the date of its conclusion. If the Client begins using the Service before the expiration of the above-mentioned



period, it means that, in accordance with Art. 10 paragraph 3 point 1 of the above Act, they waive the right to withdraw from the concluded contract.

- 10.2. Netcloud24 has the right to present the services provided to the Client in company presentations, discussions, specialized industry publications, and commercial offers.
- 10.3. The Netcloud24 hosting platform allows the use of services through the Internet using stations with network access. Netcloud24 provides IT tools, security tools, and programs necessary for the operation of the Client's website, depending on the selected subscription option. All available options are described in detail at www.netcloud24.com.
- 10.4. If any provision of the agreement is found to be invalid by a competent court, this does not affect the validity of the remaining contractual provisions relating to the respective service.
- 10.5. Article headers in these Terms of the agreement are for the purpose of facilitating the understanding of the content of the agreement and do not have binding force in themselves.
- 10.6. Any disputes arising from contracts concluded on the basis of these general terms and conditions shall be considered by the court competent for the registered office of Netcloud24.
- 10.7. The general terms and conditions and orders published on the website are binding.
- 10.8. The parties agree that Netcloud24 has the right to change the scope of its services and inform the Client by placing a notice on the Internet and/or by introducing changes to the general terms and conditions on the Internet.
- 10.9. Any change or introduction of a new subscription option will be announced on the Internet at www.netcloud24.com or this information will be sent by e-mail to the Client. In this case, the Client has the right to terminate the contract within 30 days from the effective date of the changes.

