GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC SERVICES

Of the websites: www.chmuri.net | www.hostbase.pl | www.mbase.pl

§1. DEFINITIONS

- **General Terms and Conditions (GTC)** – this document specifying the rules, conditions, and scope of using the Services provided by the Operator. The GTC constitutes an integral part of every contract concluded between the Operator and the Client.
- **Operator (Administrator)** – FUXI SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in Wrocław, ul. Azaliowa 22, 51-252 Wrocław, Poland, entered into the Register of Entrepreneurs of the National Court Register (KRS), NIP (Tax ID): 8942818118, providing services electronically under the trade brand Chmuri.NET.
- **Client (Subscriber)** – a natural person, a legal person, or an organizational unit without legal personality, to which the law grants legal capacity, concluding a contract for the provision of Services with the Operator.
- **Consumer** – a natural person performing a legal transaction with the Operator that is not directly related to their business or professional activity (in accordance with Art. 22^1 of the Polish Civil Code).
- **Entrepreneur with Consumer Rights** – a natural person concluding a contract directly related to their business activity, when the content of this contract shows that it does not have a professional character for this person.
- **Service** – a hosting service, domain registration, server hosting, or other services provided electronically by the Operator to the Client.
- **Subscription Period (Billing Period)** – the period for which the contract was concluded and for which the fee was paid, entitling the Client to use the purchased Service.

§2. GENERAL CONDITIONS FOR THE PROVISION OF SERVICES

1. The Terms define the rights and obligations of the parties to the contract for the provision of Services electronically via the Operator's Websites.

2. The Client is obliged to provide true, complete, and current contact details when placing an order or contacting the Operator. Providing false data entitles the Operator to suspend the provision of the Service.

3. The Client has the right to inspect, correct, and request the deletion of their personal data by contacting: info@chmuri.net.

4. All service requests and instructions regarding changes to the Services must be sent from the e-mail address assigned to the Client.

5. The Operator reserves the right to technical (maintenance) windows in order to modernize and maintain the infrastructure. The Operator will inform the Client in advance via e-mail about planned maintenance work that may result in the unavailability of Services. These breaks are not included in the downtime of services under the SLA.

6. Performance of the contract involves sending technical and system communications necessary for its proper performance (including notifications about invoices and service expiration).

§3. CONCLUSION AND PERFORMANCE OF THE CONTRACT

1. The contract is concluded upon placing an order via e-mail or the contact form and paying the required fee for the selected Subscription Period.

2. After making the payment, the Client receives a confirmation of the Service activation along with access parameters at the specified e-mail address.

3. The Client is obliged to keep confidential the login data (login and password) to individual Services (e.g. FTP, database). The Operator is not responsible for damages resulting from the disclosure of this data to third parties due to the fault of the Client.

4. **Technical Support:** By submitting a technical support ticket requiring intervention in files or the configuration of the Service, the Client voluntarily authorizes the authorized employees and partners of the Operator to inspect the data and files to the extent necessary to solve the problem.

§4. PAYMENTS AND BILLING

1. The prices of the Services are specified in the Price List available on the Operator's website. All prices are given in net and gross amounts.

2. Fees for Services are paid in advance (prepayment) for the selected Billing Period by bank transfer to the Operator's bank account or via payment links provided.

3. The Operator sends notifications about the approaching expiration date of the Service and pro-forma invoices electronically.

4. Failure to pay for the next Subscription Period within the deadline indicated on the pro-forma document results in:

- Blocking (suspending) the Service on the first day after the payment deadline.
- Permanent deletion of data and termination of the contract after 14 days from the payment deadline, unless the amount due is paid. During this period, the Operator sends reminders to pay.

§5. RIGHT OF WITHDRAWAL FROM THE CONTRACT (CONSUMERS)

1. A Client who is a Consumer or an Entrepreneur with Consumer Rights has the right to withdraw from a distance contract within 14 days without giving any reason.

2. The period for withdrawal from the contract begins on the day of the conclusion of the contract.

3. To exercise the right of withdrawal, the Client must inform the Operator of their decision by an unequivocal statement (e.g. by sending an e-mail to: info@chmuri.net).

4. In the event of withdrawal from the contract, the Operator returns to the Client all payments received immediately, no later than 14 days from the day of receiving the declaration of withdrawal. The return of payments is made using the same payment method used by the Client, unless they have explicitly agreed to another solution.

5. **Exception:** The right to withdraw from the contract does not apply to the Client in respect of contracts for the provision of services if the Operator has fully performed the service with the express and prior consent of the Client, who was informed before the start of the service that after its performance they would lose the right of withdrawal (e.g. immediate registration of a personalized internet domain).

§6. COMPLAINTS

1. The Client has the right to file a complaint in case of non-performance or improper performance of the Service by the Operator.

2. The complaint should be submitted in electronic form to the address: info@chmuri.net.

3. The complaint should contain the Client's identification details, the name of the service to which the ticket relates, and a description and justification of the objections.

4. The Operator considers the complaint within 14 calendar days from the day of its receipt. The reply is sent to the e-mail address assigned to the Client's account.

5. If the complaint is recognized as justified, the Operator grants the Client an appropriate discount, extension of the subscription period, or a refund of funds to the indicated bank account.

§7. LIABILITY AND SERVICE LIMITATIONS

1. The Client undertakes to use the Services in accordance with applicable law, social norms, and the provisions of these Terms.

2. It is forbidden to use the Services for purposes contrary to the law, including in particular for:

- distributing malware (viruses, trojans, botnets),
- sending unsolicited commercial information (SPAM),
- hosting materials that violate the copyrights of third parties,
- conducting network attacks (e.g. DDoS).

3. The Operator is not responsible for the content of data and materials stored by the Client on the Operator's servers.

4. The Operator is not responsible for damages (including loss of profits) resulting from:

- lack of continuity of providing Services caused by force majeure or factors independent of the Operator (e.g. failures of international connections),
- incorrect use of the Services by the Client or lack of appropriate security of the Client's applications and systems (e.g. lack of CMS updates),
- failure by the Client to make an independent backup copy of the data (the Client is obliged to take care of their own backups of strategic data).

§8. PERSONAL DATA PROTECTION (GDPR)

1. The rules for processing personal data of Clients and the cookies policy have been set out in detail in the Privacy Policy document, available at: https://chmuri.net.

2. In the event that the performance of the Service requires entrustment of personal data processing for which the Client is the controller, the parties may conclude a separate Data Processing Agreement (DPA) in accordance with the requirements of Art. 28 GDPR.

§9. AMENDMENTS TO THE TERMS AND FINAL PROVISIONS

1. The Operator reserves the right to introduce changes to these Terms for important reasons (e.g. changes in legal provisions, modernization of technical infrastructure).

2. The Client will be informed about each change in the Terms via e-mail at least 14 days in advance.

3. In case of non-acceptance of the new GTC conditions, the Client (in particular a Consumer) has the right to terminate the contract before the changes enter into force, with effect on the day of their entry into force, without incurring any additional costs. In this case, the Client is entitled to a refund of funds for the unused subscription period.

4. In matters not regulated by these Terms, the relevant provisions of Polish law shall apply, in particular the Civil Code and the Consumer Rights Act.

5. Any disputes between the Operator and the Client who is not a Consumer will be resolved by the court competent for the seat of the Operator in Wrocław, Poland. In the case of Consumers, the jurisdiction of the court is determined by the general provisions of the Code of Civil Procedure.