

## TERMS OF DOMAIN RELATED SERVICES

### § 1. DEFINITIONS

1. As used in these Terms, the following terms shall have the following meanings:

- a. **Service Provider** – AFTERMARKET.PL LIMITED with its registered office in Cyprus at the following address: Chytron 3, Office 301, P.C. 1075 Nicosia, Cyprus, entered into the Registry of Companies maintained by the Minister of Trade, Industry and Tourism under number HE 245422, or a Cooperating Entity, which provides services covered by the provisions of these Terms.
- b. **General Terms of Service** – General terms of service of the website available at <http://aftermarket.pl> or <http://aftermarket.eu>.
- c. **Terms** – these Terms of provisioning of services related to domain names by the Service Provider, available on the Website.
- d. **Agreement** – an Agreement for the provision of the Service.
- e. **Price List** – a list of fees and charges related to the use of the Service and the rules of their calculation.
- f. **Domain Name Registration Period** – the period for which the Domain Name Registration was made and for which the Domain Name will be maintained by the Domain Name Registry.
- g. **Services** – services covered by the Terms provided by the Service Provider to the User.
- h. **Subscriber** – the User or other entity that is a party to an agreement for Domain Name Registration and Maintenance concluded with the relevant Domain Name Registry.
- i. **Option Subscriber** – the User or other entity that is a party to an agreement for Domain Name Option Registration and Domain Name Maintenance concluded with the relevant Domain Name Registry.
- j. **Domain Name** – a unique string of characters that is or can be registered by the Domain Name Registry, consisting of any name and extension specified by the User.
- k. **Domain Name Registry** – an entity responsible for registration and maintenance, and managing and allowing registration and maintenance of names in a top-level domain.
- l. **Domain Name Registration** – a service performed by the relevant Domain Name Registry as a result of the Domain Name Registration Support. The Agreement for Domain Name Registration and Maintenance is concluded between the Subscriber and the relevant Domain Name Registry. Registration of global domain names is operated by third parties on the terms set out by the Internet Corporation for Assigned Names and Numbers. Registration of names in the .pl domain and in some subdomains is operated by the Research and Academic Computer Network, the national research institute (NASK). The registration of names in the .eu domain is operated by the

European Registry for Internet Domains vzw / asbl (EURid). The registration of names in the .de domain is operated by DENIC eG. Registration of names in other domains is operated through the entities indicated on the Service Provider's website.

- m. **Domain Name Maintenance** – a service performed by the relevant Domain Name Registry as a result of the Domain Name Maintenance Support. The Agreement for Domain Name Registration and Maintenance is concluded between the Subscriber and the relevant Domain Name Registry.
- n. **Domain Name Registration Support** – a Service provided by the Service Provider under an agreement concluded between the Service Provider and the User, based on which the Service Provider obtains the Domain Name Registration on behalf of and for the benefit of the User in accordance with the terms of the relevant Domain Name Registry, as a result of which the User or other Entity indicated by the User becomes the Subscriber.
- o. **Domain Name Maintenance Support** – a Domain Name Maintenance support service provided by the Service Provider under an agreement concluded between the Service Provider and the User, based on which the Service Provider supports Domain Name Maintenance performed by the Domain Name Registry for the Subscriber.
- p. **Domain Name Option** – a service that allows the Subscriber to obtain a priority Option for the Domain Name Registration on the terms set out in the Terms and terms of the relevant Domain Name Registry. The Agreement for Domain Name Option is concluded between the User and the relevant Domain Name Registry.
- q. **Domain Name Option Registration Support** – a Service provided by the Service Provider under an agreement concluded between the Service Provider and the User, based on which the Service Provider purchases a Domain Name Option on behalf of and for the benefit of the User in accordance with terms of the relevant Domain Name Registry, and the User or other entity indicated by the User becomes the Option Subscriber. The Agreement for Domain Name Option Registration is concluded between the User and the relevant Domain Name Registry.
- r. **Domain Name Option Maintenance Support** – a Service provided by the Service Provider under an Agreement concluded between the Service Provider and the User, based on which the Service Provider supports the maintenance of the Domain Name Option performed by the Domain Name Registry. The Agreement for Domain Name Option Maintenance is concluded between the User and the relevant Domain Name Registry.
- s. **WHOIS Privacy Protection** – a service that enables replacing the Subscriber's data with data of a privacy protection company.
- t. **Electronic Mail Service** – a service provided electronically by the Service Provider under the terms specified in the Terms, which includes enabling the Subscriber to send emails from and store emails in the Mail Account, for a fee.
- u. **Mail Account** – an individual electronic mail account provided to the Subscriber as part of the Electronic Mail Service which includes providing the Subscriber, for a fee,

with the ability to send electronic mail from the Email Account and store electronic mail in the Email Account in accordance with the parameters given in the Service specification as set out on the Service Provider's websites.

- v. **Domain Name Monitoring** – a Service that allows monitoring Domain Names indicated by the User for selected changes.
  - w. **Internal Domain Transfer** – a transfer of a Domain Name to another User Account on the Website, accompanied by an automatic assignment of rights.
  - x. **Outbound Domain Transfer** – a transfer involving moving a Domain Name from the Website. The transfer should be initiated with the future Registrar of the Domain Name, for example with the use of AuthInfo Code obtained from the Website.
  - y. **Inbound Domain Transfer** – a transfer involving moving a Domain Name from another entity (registrar) to the Service Provider.
  - z. **AuthInfo Code** – an authorization code of a Domain Name or a Domain Name Option, which can be used, for example, to make the Outbound Domain Transfer or obtain the Domain Name Option.
  - aa. **Cooperating Entity** – entities cooperating with AFTERMARKET.PL LIMITED, including the company Polska Giełda Domen Sp. z o.o., with its registered office at Sienkiewicza 59, 90-009 Łódź, Poland, or another company, in accordance with the General Terms of Service.
2. All capitalized terms which are not defined in clause 1 above, have the meanings assigned to them in the General Terms of Service. In case of any discrepancies between a definition of a term provided in the Terms and a definition in the General Terms of Service, the meanings provided in clause 1 above shall prevail.

## § 2. SERVICE OF DOMAIN NAME REGISTRATION SUPPORT

1. The Service Provider provides the User with the Service of Domain Name Registration Support on the terms set out in the Terms and the Agreement. The provisions of the Terms define the rights and obligations of the Parties to the Agreement.
2. The Service Provider provides the Service of Domain Name Registration Support against payment, based on an order placed by the User through the Website.
3. The Domain Name Registration Support is provided based on an agreement between the Service Provider and the Domain Name Registry relevant for the given Domain Name.
4. A prerequisite for the Service Provider's acceptance of the order referred to in clause 2 above, is the User's consent to being represented before the Domain Name Registry relevant for the given Domain Name. The Subscriber is obliged to provide confirmation that the consent referred to in the first sentence has been granted, at any time, in the form chosen by the Service Provider.

5. By placing an order for the Service, the User accepts the Terms and the General Terms of Service, and if the Services are covered by terms of promotion, the User also accepts such terms. In addition, the User consents to have the personal data forwarded to other entities for the purpose and to the extent necessary for the proper and due provision of the Service, such entities including the Service Provider's partners, relevant Domain Name Registries and entities belonging to the same capital group as the Service Provider. The User also declares that he/she has been informed about the right to access his/her personal data and the right to rectification, erasure or restriction of processing of the personal data, the right to data portability and the right to lodge a complaint regarding the processing of the personal data with the President of the Personal Data Protection Office and to raise objection with the Service Provider to the processing of his/her data, in cases specified by law concerning personal data protection.
6. In the case of the Domain Name Registration, the terms of registration and maintenance of the domain names set out by the relevant Domain Name Registry available at the Registry's website shall apply. The terms of Domain Name Registries are available at <http://aftermarket.pl> via links. The User declares that he/she has read the terms of the relevant Domain Name Registry referred to in the previous sentence and he/she accepts them in their entirety.
7. When placing an order, the User agrees that VAT invoices issued by the Service Provider in connection with the provision of Services will be sent and provided to him/her in electronic form and the User accepts the privacy policy of the Service Provider.
8. Upon placement of a correct order for the Domain Name Registration, the Agreement for Domain Name Registration and Maintenance Support is concluded between the User and the Service Provider. The Agreement covers representation of the Subscriber before the Domain Name Registry based on an authorization granted by the Subscriber and the Service Provider's authority to conclude an agreement for Domain Name Registration between the Subscriber and the Domain Name Registry, on the terms of registration and maintenance of domain names set out by the given Domain Name Registry.
9. The Service of Domain Name Registration Support is provided against payment in accordance with the Price List valid on the day of placing the order by the User.
10. Unless the legal model used by the relevant Domain Name Registry provides for a different regulation, the Service Provider enters into the agreement on behalf of the Subscriber with the relevant Domain Name Registry.
11. The agreement is concluded for the Domain Name Registration Period.
12. The Domain Name Registration Period starts on the date of the Domain Name Registration. The minimum and the maximum Domain Name Registration Period is indicated in the terms of the relevant Domain Name Registry.
13. The conclusion of the Agreement is confirmed by an invoice issued by the Service Provider, which includes the fee for the Domain Name Registration Period, in the amount set forth in the Price List.

14. The Service Provider shall be entitled to refuse to accept an order or to terminate the Agreement with immediate effect without notice in the event that:
  - a. the User has been deprived of the right to use the Website on the terms set out in the General Terms of Service,
  - b. the Service Provider has earlier terminated an agreement with the User as a result of circumstances attributable to the User,
  - c. The User provided false data in the order and despite being requested by the Service Provider to confirm the data in accordance with the General Terms of Service, has not fulfilled this obligation or has still not provided the correct data,
  - d. there is a reasonable concern that the Services will be used for illegal purposes, including infringement of rights or interest of third parties, or to commit prohibited acts, or in a way that prevents or disrupts the use of the Services by other Users,
  - e. the Service Provider cannot forward the User's order to the relevant Domain Name Registry or if such Registry refuses to accept such an order.
15. If the Subscriber loses the right to use or own the Domain Name or to transfer it to another service provider, or if the Subscriber withdraws from the Agreement, the Service Provider shall not refund the fee for the Domain Name Registration Support to the Subscriber.
16. The Subscriber declares that the Domain Name submitted for Registration does not violate the rights or interest of third parties, in particular the protection right in trademark registration, protection by patent, rights to a press title, author's economic and moral rights, right to a business name, and other exclusive rights granted to third parties by law or international agreements. The Registered Domain Name may not infringe personal interest of third parties, in particular it may not contain content considered offensive or reserved by law.
17. The Service Provider stipulates that the Domain Name Registration is subject to terms of relevant Domain Name Registries and the laws of the countries in which the relevant Domain Name Registries operate, and the Service Provider acts only as an intermediary between the User and the relevant Domain Name Registry. The Service Provider shall not be liable for acts or omissions of relevant Domain Name Registries.
18. The Service Provider is entitled to rectify the data of the Domain Name Subscriber in the Domain Name Registry in the situation where he/she provides incorrect data if the Service Provider has the correct data, regardless of their source. The rectification of the Subscriber's data referred to in the preceding sentence shall be possible only after ineffective summoning the Subscriber to rectify his/her data within the time limit set by the Service Provider.
19. The email address provided by the Subscriber of the Domain Name, which is not a natural person, can be published by the respective Domain Name Registry in the WHOIS database. In such case, the Domain Name Registry requires that the Subscriber of the Domain Name, which is not a natural person, be obliged to provide an email address

that does not contain personal data. If the email address provided by the Subscriber of the Domain Name contains personal data, the person to whom such personal data relate gives consent for the Domain Name Registry to publish this email address in the WHOIS database. Giving the above consent is a condition for the Registration and Maintenance of the Domain Name.

### **§ 3. SERVICE OF DOMAIN NAME MAINTENANCE SUPPORT**

1. The Service Provider provides the Service of Domain Name Maintenance Support on the terms set out in the Terms and the Agreement. The Terms define the rights and obligations of the Parties to the Agreement.
2. The provisions of §2 of the Terms concerning the ordering of the Domain Name Registration, shall apply to the Service of Domain Name Maintenance Support, subject to the provisions of clause 3 below. An order for the Domain Name Maintenance Support shall be placed together with an order for the Domain Name Registration Support.
3. The Service Provider does not charge separately for activities related to the Domain Name Maintenance in addition to the fee for the Service of Domain Name Registration Support according to the Price List valid on the date of placing the order, unless the terms of promotion provide otherwise. The Service Provider may charge a fee for extension of the Domain Name Registration Period.
4. The Domain Name Maintenance is carried out during the Domain Name Registration Period.

### **§ 4. SERVICE OF DOMAIN NAME OPTION AND DOMAIN NAME OPTION MAINTENANCE**

1. The Service Provider provides the User with the Service of Domain Name Option Registration Support and Domain Name Option Maintenance Support on the terms set out in the Terms and the Agreement. The provisions of the Terms define the rights and obligations of the Parties to the Agreement.
2. The services listed in clause 1 above are provided by the Service Provider against payment only based on an order placed by the User.
3. A prerequisite for the Service Provider's acceptance of the order referred to in clause 2 above, is the User's consent to being represented before the Domain Name Registry relevant for the given Domain Name. The User is obliged to provide confirmation that the consent referred to in the first sentence has been granted, at any time, in the form chosen by the Service Provider.
4. Upon placement of a correct order for the Services indicated in clause 1, an agreement is concluded between the Service Provider and the User, as a result of which an obligation to pay arises.

5. The Service Provider may refuse to accept the User's order for the Services indicated in clause 1 above, if the User provided false data in the order and despite being requested by the Service Provider to confirm the data in accordance with the General Terms of Service, has not fulfilled this obligation or has still not provided the correct data. This also applies to any case where the Service Provider cannot forward the User's order to the relevant Domain Name Registry or if the Domain Name Registry refuses to accept such an order.
6. The Service Provider stipulates that the Domain Name Option Registration and the Domain Name Option Maintenance is subject to terms of relevant Domain Name Registries and the laws of the countries in which the relevant Domain Name Registries operate, and the Service Provider acts only as an intermediary between the User and the relevant Domain Name Registry. The Service Provider shall not be liable for acts or omissions of relevant Domain Name Registries.

## **§ 5. WHOIS PRIVACY PROTECTION SERVICE**

1. The Service Provider provides the Subscriber with the WHOIS Privacy Protection Service on the terms set out in the Terms and the Agreement. The provisions of the Terms define the rights and obligations of the Parties to the Agreement.
2. The services listed in clause 1 above are provided by the Service Provider only against payment, based on an order placed by the User through the Website.
3. The WHOIS Privacy Protection Service is an additional service that is not covered by any other agreement concluded between the Subscriber and the Service Provider, in particular it is not covered by the agreement for the provision of the Service of Domain Name Registration Support and the Service of Domain Name Maintenance Support. The WHOIS Privacy Protection Service is also provided for a separate fee resulting from the Price List valid on the date of placing the order for this Service.
4. Placement of a correct order for the provision of the WHOIS Privacy Protection Service is tantamount to the conclusion of an agreement for the provision of the WHOIS Privacy Protection Service between the Subscriber and the Service Provider.
5. As a result of ordering the WHOIS Privacy Protection Service, the Subscriber agrees to the transfer of rights and obligations under the agreement for Domain Name Registration and Maintenance which binds the Subscriber with the relevant Domain Name Registry to the entity providing the ordered WHOIS Privacy Service, i.e. Domain Privacy Ltd with its registered office at: Global Gateway 8, Rue De La Perle, Providence, Mahe, Seychelles.
6. The Service Provider ensures that, at every request of the Subscriber, Domain Privacy Ltd with its registered office at: Global Gateway 8, Rue De La Perle, Providence, Mahe, Seychelles, will immediately transfer the rights and obligations under the agreement for Domain Name Registration and Maintenance back to the Subscriber.

7. The Subscriber may not use the WHOIS Privacy Protection Service to avoid criminal or civil liability for his/her or a third party's actions, or to hinder identification by law enforcement agencies and other services.
8. The Service Provider reserves the right to terminate Agreements for provision of Service with immediate effect, without the right to refund of the fee for the Service, in the case of documented activities of the Subscriber involving using Domain Names for the purpose of identity theft, infringement of intellectual property rights, threats to computer network security or other illegal activities or activities to the detriment of other Internet users.
9. The WHOIS Privacy Protection Service may be provided for all Names in global domains, including .com, .net, .org, .info, .biz., and in some national domains, including the .pl domain.
10. The WHOIS Privacy Protection Service is provided during the Domain Name Registration Period and ends with the end of the Domain Name Registration Period. If the Customer orders the WHOIS Privacy Protection Service during the Domain Name Registration Period, the WHOIS Privacy Protection fee is calculated in proportion to the number of days remaining until the end of that Period. In the case of extension of the Domain Name Registration Period, the WHOIS Privacy Protection Service is also extended.
11. The WHOIS Privacy Protection Service is activated upon payment of the fee, in accordance with the Price List, for the period over which the service is to be provided. The Subscriber who is a Consumer declares that he/she requests that the service be activated within 14 days from the date of a correctly placed order.
12. In the event of termination of the agreement for the provision of Service of Domain Name Maintenance, the Agreement for the provision of the WHOIS Privacy Protection Service is terminated without the right to the return of the performance.

## **§ 6. DOMAIN NAME MONITORING SERVICE**

1. The Service Provider provides the Subscriber with the Domain Name Monitoring service on the terms set out in the Terms and the Agreement. The Domain Name Monitoring Service is a functionality that can be used by the User on the Website.
2. The service mentioned in clause 1 above, is provided by the Service Provider against payment only based on an order placed by the User through the Website for the period indicated in the order.
3. The Service Provider performs the Service only to the extent indicated by the User, taking into account the monitoring criteria specified by the User. The User may at any time change the scope of monitoring on the Website.
4. The User may indicate one or more Domain Name Monitoring criteria from those indicated on the Website.

5. The Service Provider will notify the Users about relevant changes concerning the Domain Name by placing information on the User's Account on the Website.
6. The number of Domain Names to be monitored depends on the Service package purchased by the User. To increase the number of Domain Names to be monitored, the User must pay the fee according to the Price List.
7. Provisions concerning fees contained in the General Terms of Service shall apply accordingly to the fees for the Domain Name Monitoring Service.

#### **§ 7. EXTENSION OF THE PERIOD OF DOMAIN NAME REGISTRATION AND OF THE DOMAIN NAME OPTION REGISTRATION.**

1. An extension of the Domain Name Registration Period is tantamount to order placement by the current Subscriber of the Domain Name for further Domain Name Registration Support. Placement of such an order is also tantamount to the conclusion of another agreement for the provision of service of the Domain Name Maintenance Support, which shall be extended by the period corresponding to the next Domain Name Registration Period. All provisions regarding the order placement and fees for the Services indicated in the Terms shall apply accordingly to the extension of the Domain Name Registration Period.
2. Lack of payment for the next period of the Domain Name Registration Support by the end of the last day of the current Domain Name Registration Period will result in termination of the agreement with the Service Provider upon the expiry of the deadline for payment of the fee.
3. The Service Provider shall in no event be liable for the loss of the Domain Name, if the Subscriber fails to meet the payment deadline related to the extension of the Domain Name Registration Period.
4. The Service Provider provides the Subscriber with re-registration of the Domain Name, which is understood as the extension of the Domain Name Registration Period after the end of the current Period, in accordance with terms set out by the relevant Domain Name Registry, if re-registration is available in this Registry.
5. In order to extend the Domain Name Option Registration period, the User must place an order on the User's Account. Placement of such an order is also tantamount to the conclusion of another agreement for the provision of service of the Domain Name Option Maintenance Support. All provisions regarding the order placement and fees for the Services indicated in the Terms shall apply accordingly to the extension of the Domain Name Option Registration period.
6. Lack of payment for the next period of the Domain Name Option Registration Support by the end of the last day of the current Domain Name Option Registration period will result in termination of the agreement with the Service Provider upon the expiry of the deadline for payment of the fee.

7. The Service Provider shall in no event be liable for the loss of the Domain Name Option and the Domain Name, if the User fails to meet the payment deadline related to the extension referred to in clause 5 above.
8. The Service Provider provides the User with re-registration of the Domain Name Option, which is understood as the extension of the Domain Name Option Registration Period after the end of the current period, in accordance with terms set out by the relevant Domain Name Registry.

## **§ 8. OUTBOUND DOMAIN NAME TRANSFER**

1. A transfer of the Domain Name from the Service Provider to another entity providing the same services is made electronically on the Website and is free of charge.
2. The Outbound Domain Name Transfer is only possible for Subscribers who are not in arrears with the payment of remuneration to the Service Provider on the day of its commencement, and whose Account has not been blocked in accordance with the provisions of the General Terms of Service or other Terms applicable to the User.
3. If the relevant Domain Name Registry requires the use of the AuthInfo code, the Outbound Domain Name Transfer, supported by the Service Provider, is possible only through the Service Provider with the use of the AuthInfo code generated by the Domain Name Registry competent for the Domain Name.
4. The AuthInfo code is made available to the Subscriber via the Website automatically at every request of the Subscriber. The Service Provider reserves the right to:
  - a. verify the identity of the person to whom the AuthInfo code is provided;
  - b. refuse to provide the AuthInfo Code at the time when the Domain Name is subject to a process preventing the Outbound Domain Name Transfer, in particular, if it is the subject of an Auction, a Lease, an Internal Transfer, an Escrow Transaction.
5. Once the AuthInfo code is provided to the Subscriber, the Service Provider shall unlock the Domain Name and confirm the Outbound Domain Name Transfer after receiving information that the Transfer has been initiated.
6. If the Domain Name Registry does not provide the AuthInfo code in the Outbound Domain Name Transfer procedure, the provisions of this section, which govern the issues related to the procedure conducted with the use of the AuthInfo code, shall apply *mutatis mutandis* to the actions the effects of which are equivalent to those arising from the use of the AuthInfo code.
7. If the User uses a service which causes that electronic correspondence is not sent to the User's e-mail address, in particular the Privacy Protection service, this service should be disabled for the purpose of the Domain Name Transfer. The Service Provider shall not be liable for any consequences of the User's failure to disable such a service for the duration of the Domain Name Transfer.

## § 9. INBOUND DOMAIN NAME TRANSFER

1. A transfer of a Domain Name from another service provider to the Service Provider is made electronically on the Website and may be payable in accordance with the Price List valid on the day of initiation of the Inbound Domain Name Transfer.
2. In order to perform the Inbound Domain Name Transfer, each User is obliged:
  - a. to have the full right to dispose of the Domain Name,
  - b. to meet the conditions set out by the Domain Name Registry applying to the Domain Name transfer and perform all activities required by the transfer procedure provided for in the terms of the given Domain Name Registry,
  - c. to have an AuthInfo code, if it is required by the relevant Domain Name Registry,
  - d. to meet all additional requirements set out by the Domain Name Registry,
  - e. not to infringe the rights of third parties by the Registration, Maintenance or use of the Domain Name.
3. The Inbound Domain Name Transfer is tantamount to the conclusion by the User of an agreement for the provision of Service of Domain Name Registration Support and Domain Name Maintenance Support with the Service Provider for a period equal to the Domain Name Registration Period.
4. The Inbound Domain Name Transfer may involve an obligation to pay remuneration in accordance with the Price List valid on the date of the transfer or a fee to the Domain Name Registry, of which the User will be informed prior to the transfer.
5. If the Domain Name Registry competent for the Domain Name does not provide the AuthInfo code in the Domain Name transfer procedure, the provisions which govern the issues related to the procedure conducted with the use of the AuthInfo code, shall apply *mutatis mutandis* to the actions the effects of which are equivalent to those arising from the use of the AuthInfo code.

## § 10. INTERNAL DOMAIN NAME TRANSFER

1. The Internal Domain Name Transfer consists in changing the Subscriber's data, which is performed on the Website and involves transferring the rights and obligations of the current Subscriber to another Subscriber who may also be a new User as well as the current User.
2. The Service Provider may require the new Subscriber to approve the Internal Domain Name Transfer, in which case the Internal Domain Name Transfer will be completed after its successful approval. As a result of the Internal Domain Name Transfer, the new Subscriber assumes the rights under the agreement for Domain Name Registration and Maintenance concluded with the relevant Domain Name Registry and becomes the Subscriber of the Domain Name.

## § 11. ELECTRONIC MAIL SERVICE

1. The Service Provider provides the Electronic Mail Service to the Subscriber under the terms specified in the Terms and the Agreement. The provisions of the Terms define the rights and obligations of the Parties to the Agreement.
2. The services listed in section 1 above are provided by the Service Provider solely for a fee upon the Subscriber's order placed through the Website.
3. The Electronic Mail Service is an additional service not covered by any other agreement between the Subscriber and the Service Provider, specifically not covered by the agreement for the provision of Domain Name Registration Support Services and Domain Name Maintenance Support Services. The Electronic Mail Service is also subject to a separate fee based on the Price List, which is in effect on the date the order for this Service is placed.
4. Placing a valid order for the provision of the Electronic Mail Service is equivalent to entering into an agreement between the Subscriber and the Service Provider for the provision of the Electronic Mail Service.
5. To use the Electronic Mail Service, the Subscriber must register a Mail Account by providing the required details (email address, password).
6. The Mail Account is assigned to a single person, and the Subscriber is responsible for keeping their login credentials confidential.
7. Detailed technical parameters of the Electronic Mail Service, including the maximum number of Mail Accounts and maximum storage capacity, are available at the Service Provider's website.
8. The Subscriber is obligated to comply with the parameters of the Electronic Mail Service (including limits) as specified in the Terms and shall be liable for any breach thereof. If the Subscriber exceeds the limits of the Electronic Mail Service, the Service Provider has the right to limit the provision of the Electronic Mail Service (partially disabling access to the Electronic Mail Service) or suspend the provision of the Electronic Mail Service (completely disabling access to the Electronic Mail Service), which will result in the inability to receive messages on the Mail Account.
9. The email address chosen by the Subscriber may not violate the law or good customs, particularly:
  - a. it must not be a trademark or the name of a third party unless the trademark or name holder has given consent for such use by the Subscriber or such use is permitted by law;
  - b. it must not consist of words commonly regarded as vulgar or offensive;
  - c. it must not contain content that violates the law in any other way, such as content inciting racial, religious, or other forms of hatred.
10. The Subscriber is obligated to use the Electronic Mail Service in accordance with the Terms, the law, social norms, and "netiquette". The following is strictly prohibited:

- a. sending spam via the Electronic Mail Service, distributing content that is illegal, violates social norms, or widely accepted societal standards, including pornographic content, with particular emphasis on material related to the sexual exploitation of children;
- b. violating the confidentiality of correspondence;
- c. violating, in any other way, the personal rights of third parties or acting to the detriment of third parties;
- d. sending viruses, malware, worms, bugs, Trojans, corrupted files, or similar destructive or misleading elements;
- e. distributing content that interferes with or disrupts the operation of the infrastructure of the Service Provider, other entities, or the Internet.
- f. using the Electronic Mail Service for harassment (stalking), intimidation, or threatening others.

In the event of a violation of this section, the Service Provider has the right to terminate the Agreement or block access to the Electronic Mail Service, either temporarily or permanently, for a specific Mail Account or all Mail Accounts of the Subscriber.

11. The Service Provider does not create backups of the data collected within the scope of the Electronic Mail Service and is not obligated to restore it in the event of its loss by the Subscriber. The Subscriber should create their own backups of the data collected within the scope of the Electronic Mail Service.
12. The Service Provider is not liable for the consequences of the Subscriber disclosing their login and password used for the Electronic Mail Service.
13. The Electronic Mail Service is provided for the Domain Name Registration Period and ends with the expiration of the Domain Name Registration Period, in particular in the event of an Internal Domain Transfer, an Outbound Domain Transfer, or the Domain Name Sale. If the Customer orders the Electronic Mail Service during the Domain Name Registration Period, the fee for the Electronic Mail Service will be charged proportionally to the number of days remaining until the end of that Period. In the event of an extension of the Domain Name Registration Period, the Electronic Mail Service will also be extended.
14. The activation of the Electronic Mail Service occurs after the fee is paid in accordance with the Price List for the period during which the service is to be provided. A Subscriber who is a Consumer declares that they request the activation of the service before the expiry of 14 days from the date of the correctly placed order.
15. In the event of termination of the agreement for the provision of Domain Name Maintenance Service, the Electronic Mail Service Agreement will be terminated with no right to a refund of any fees paid.
16. The Electronic Mail Service enables the Customer to exchange electronic messages (emails) with other individuals. Using the Electronic Mail Service in a manner other than described in the preceding sentence constitutes grounds for the Service Provider to terminate the Service.

17. Upon the termination of the Electronic Mail Service, the Customer will no longer have access to the Electronic Mail, including all messages contained therein.

## **§ 12. RULES OF LIABILITY OF THE SERVICE PROVIDER**

1. The Service Provider shall be liable for damage done to the User or the Subscriber caused by failure to perform or improper performance of the Agreement, unless the failure to perform or improper performance of the Agreement results from circumstances for which the Service Provider is not responsible. The Service Provider shall in no event be liable for damage the value of which exceeds the value of the payment made for the Service to which the damage is related in the period during which the damage occurred. The limitation of liability indicated in the preceding sentence does not apply to agreements concluded with the Consumers.
2. The Service Provider shall in no event be liable for damage caused as a result of an omission or activity of the User or the Subscriber to the extent that he/she is responsible for this action or omission aimed at achieving the effect desired by the User or the Subscriber, and in particular for the Subscriber's actions indicated in § 1 – § 10 of these Terms.
3. The Subscriber who is not a Consumer may pursue claims against the Service Provider in court only after the complaint procedure has been exhausted, the terms of which are set out in the General Terms of Service.
4. The Service Provider shall not be liable for damage caused to the User or the Subscriber, if failure to perform or improper performance of the Service by the Service Provider is a consequence of the Service Provider's fulfilment of a request made by an authorized state authority, public administration body or the relevant Domain Name Registry, or is caused by the User's actions or omissions, in particular if it results from failure to perform or improper performance of the Agreement by the User.
5. The Service Provider shall not be responsible for information made available on the Website, which is the result of actions of artificial intelligence algorithms implemented and applied to serve the User, and in particular for data and parameters that translate into the value of and demand for the Domain Name.

## **§ 13. FINAL PROVISIONS**

1. The Service Provider reserves the right to amend the Terms or to publish new Terms in the following cases:
  - change of the law, including provisions regarding consumer protection,
  - change of the technical conditions of providing the Service,
  - change of the terms and prices of services provided by third parties to the Service Provider, which are necessary to provide the Services,
  - change of the range of the Services provided,

- organizational changes or legal transformations of the Service Provider, including a change of the ownership of the Service Provider.
2. In the event of an amendment of the Terms, the Service Provider is obliged to inform the User about the amendments made at least fourteen days before the date of their entry into force, by sending an e-mail to the address indicated during the Registration. The provisions of the new Terms shall bind the other Party if it does not submit an offer of early termination of the Agreement. The User who is a Consumer has the right to submit an offer of early termination of the Agreement within 14 days from the moment of notification by the Service Provider about the amendments to the Terms. In case of a User who is not a Consumer, the period is 7 days. The offer should be made in writing; this requirement does not apply to the Consumers. In the case of effective submission of the offer, the Service Provider has the right to accept such an offer and reimburse fees in proportion to unused performance, and in the case of the Entrepreneurs, the Service Provider has the right to reject such an offer and further provide the service on current terms until the end of the current Domain Name Registration Period. The Service Provider shall provide information concerning this matter to the User in writing, sending an e-mail to the address indicated during the Registration.
  3. Amendments to the Terms resulting in cessation of the provision of Services shall enter into force after the end of the Domain Name Registration Period.
  4. The provisions of the Terms shall be applied taking into account mandatory legal norms which regulate legal relations with the Consumers.
  5. Subject to the provisions of the terms of the relevant Domain Name Registry, to all matters not settled in the Terms, the Agreement, or the General Terms of Service, the law in force in the Republic of Poland shall apply.
  6. The contact details of the Service Provider are available on the Website.
  7. The Terms shall enter into force on 7.01.2026.