

Rules and regulations of WEBD.pl services

§ 1

Definitions

1. WEBD.pl - Globtel Internet Szymon Hersztek, ul. Matecznikowa 2/1 80-126 Gdańsk, NIP: 9570804786 REGON 192519144, at the same time the owner of the website, offering the sale of services via the website www.webd.pl
2. Subscription - the period in which the Subscriber uses the purchased Service
3. Subscriber - a person or company using the Services purchased at WEBD.pl, visible in the register of WEBD.pl customers
4. Login - an individual name, chosen when ordering Services by the Subscriber, giving the possibility of logging in to www.webd.pl
5. Customer Panel - a panel available after logging in at www.webd.pl, access to which is given to the Subscriber after him placing an order for Services at WEBD.pl
6. Agreement - an agreement between WEBD.pl and the Subscriber regarding the electronic services
7. Service - each product purchased via the www.webd.pl website - hosting, hosting reseller, domain, SSL certificate

§ 2

Item

1. The following regulations define the rules for using the Services provided by WEBD.pl for the Subscriber.
2. Making the subscription payment is equal to concluding the Agreement, acceptance of these regulations and additional regulations:
 - a) .PL domain name regulations - [LINK](#);
 - b) Terms of the Option for registration of a domain name - [LINK](#);
 - c) Terms of registration of .EU domain names - [LINK](#);
 - d) ICANN Global Domains Registration Terms - [LINK](#);

- e) IANA domain registries database - [LINK](#);
 - f) Regulations for the registration of domain names by KeySystems GmbH - [LINK](#).
3. WEBD.pl reserves the right to change the regulations. The new regulations apply from the moment they are published on the website. Each Subscriber will be informed about any changes in the Customer Panel, to which each Subscriber will get access when the Service is activated in WEBD.pl

§ 3

Personal data processing

1. By accepting these Regulations, the Subscriber consents to the processing of personal data in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46 / EC (General Data Protection Regulation) of 27 April 2016 (Journal of Laws UE.L No. 119) and the provisions of the Act of 18 July 2002 on the provision of electronic services.
2. WEBD.pl reserves the right to send to the e-mail addresses provided by the Subscriber messages related to the functioning of the Services and messages about WEBD.pl activities related to the provision of Services under the Agreement.
3. Provided the Subscriber has given separate consent, WEBD.pl reserves the right to send commercial information to the e-mail addresses provided by the Subscriber.
4. The scope and purpose of the processed personal data results from the content of the WEBD.pl Privacy Policy [[LINK](#)], which is an integral part of these Regulations.
5. The Subscriber declares that he has been informed about the purpose and scope of personal data processing, and the right to request the administrator to access personal data, the right to rectify it, delete it or limit processing, the right to withdraw consent and the right to transfer data.

§ 4

Fees

1. All Services are activated after paying the appropriate amount, resulting from the

price list on the WEBD.pl.

2. 7 days before the end of the current Subscription WEBD.pl will send each Subscriber a message reminding about the possibility of extending it, according to the prices posted on the website www.webd.pl.
3. If no payment is received by the last day of the Subscription, the Service will be blocked.
4. After making the next payment towards extending the Service, the Subscription is extended from the end of the previous billing period.
5. The fee for the hosting service with the same Login during or after the end of the Subscription validity is treated as the renewal of the Service, and thus the continuation of the Agreement.
6. WEBD.pl does not bear any responsibility for problems resulting from delays in payment, attributable to third parties, e.g. banks, post offices, etc.

§ 5

Privacy

1. WEBD.pl ensures privacy of e-mail to its Subscribers - it does not control the information sent by WEBD.pl mail servers.
2. In special cases, WEBD.pl reserves the right to make e-mail available to state authorities authorized to do so.
3. WEBD.pl does not disclose personal data to third parties.
4. WEBD.pl reserves the right to disclose personal data to entities participating in the implementation of an order or application and to state authorities with appropriate permissions.

§ 6

Responsibility of WEBD.pl

1. WEBD.pl services are available to subscribers around the clock. WEBD.pl reserves the right to short breaks resulting from periodic system maintenance or caused by unforeseeable situations (natural disasters, failures caused by international

- operators, etc.).
2. If it is necessary to disconnect some of the Services, WEBD.pl undertakes to inform its Subscribers about it in advance.
 3. For the lack of access to WEBD.pl's fault services lasting more than 24h, WEBD.pl undertakes to extend the subscription period by a day for each started 24-hour break over a 1-day break period.
 4. WEBD.pl does not bear any responsibility for losses of WEBD.pl customers resulting from: interruption of the connection not caused by WEBD.pl, natural disasters, factors and third parties, incorrect use of the Service, failure to receive e-mail.
 5. WEBD.pl is not responsible for any materials used by the Subscriber as part of the hosting service.

§ 7

Subscriber's Liability

1. The subscriber, regardless of nationality, is obliged to comply with Polish law and the contractual rules of using the Internet.
2. WEBD.pl reserves the right to block or remove the Service without a refund of payments made, if:
 - a) it will contain content that is contrary to Polish and international law, as well as content that is racist, fascist, promotes violence, and calls to hatred on the basis of religion, race or belief;
 - b) the Subscriber acts to the detriment of other WEBD.pl users or Internet users;
 - c) the subscriber will commit any form of spam;
 - d) the fee for the Service has not been paid;
 - e) any point of these regulations has been broken;
 - f) the Service Subscriber will provide false personal or business data.
3. The subscriber may not transfer his rights to the Services to third parties without the knowledge and consent of WEBD.pl.
4. Each Subscriber, in the absence of their own domain, undertakes to use only

addresses in the form of:

- www.Your_login.webd.pl, www.subdomain.Your_login.webd.pl

or

 - www.Your_login.webd.pro, www.subdomain.Your_login.webd.pro
1. By registering .pl domains, the Subscriber consents to the [\[LINK\]](#) WEBD.pl for exclusive representation before the NASK Polish Domains Registrar. [see also: NASK regulations [LINK](#)]

§ 8

Limitations

1. WEBD.pl prohibits storing as part of the Service information containing content contrary to Polish and international law and containing racist, fascist, promoting violence, calling to hatred on a religious, racial or religious basis, as well as content generally considered morally reprehensible.
2. The right to run scripts and programs as part of the purchased Service is granted only to the Subscriber of a given Service.
3. In special cases, where the operation of the Subscriber's programs will cause excessive load on the server, which will deteriorate the Services provided to other Subscribers, WEBD.pl reserves the right to introduce bandwidth restrictions to the Subscriber's account. The Subscriber will be notified about the restriction in the Customer Panel, where he will receive a description of the restrictions along with the justification for the steps taken.

§ 9

Complaints procedure

1. The Subscriber's complaint regarding non-performance or improper performance of the Services should be sent to the address of WEBD.pl in writing and contain the Subscriber's data such as: name and surname and / or company name, Login, correspondence address, type of Service provided, objections and their justification, proposed resolution and signature of the authorized person.
2. WEBD.pl is obliged to respond to the complaint within 14 days from the date of its

receipt, and if the Subscriber fails to provide the data indicated in point 1, request the Subscriber to provide this data within this period, setting an additional 14 days for supplementing the data, referred to in point 1. The 14-day period for considering the complaint by WEBD.pl begins after WEBD.pl receives the letter, which supplements the complaint.

§ 10

Termination of the Agreement

1. Resignation from the Services provided by WEBD.pl at the Subscriber's request does not oblige WEBD.pl to refund the fee for the Service.
2. Termination of the Agreement at the request of WEBD.pl obliges WEBD.pl to return to the Subscriber the unused part of the subscription fee for the Service.
3. Consumers have the right to withdraw from the Agreement within 14 days from the activation of the hosting service without giving any reason in accordance with art. 27 of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827). The withdrawal form is available here [[LINK](#)] and should be sent by e-mail to the address sprzedaz@webd.pl. The binding date is the date of sending the document.
4. The right to withdraw from the Agreement is not possible in the case of domain name registration and the purchase of an SSL certificate. The right to withdraw from the Agreement is not possible if WEBD.pl has fully performed the Service with the express consent of the consumer, who was informed before the commencement of the service that after the entrepreneur has fulfilled the service, he will lose the right to withdraw from the Agreement (Article 38 (1) of the Act on consumer rights).
5. In the event of withdrawal from the Agreement, WEBD.pl returns the payments received from the consumer, no later than 14 days from the date on which the decision to exercise the right to withdraw from this Agreement was reached. WEBD.pl will reimburse the payment to the bank account indicated by the consumer, unless he agreed to a different solution. In any event, the consumer will not incur any additional charges in connection with the return.
6. The contract between the Subscriber and WEBD.pl expires if the payment is not received within 5 days from the end of the Service Subscription.

§ 11

VAT invoices

1. Pursuant to paragraph 37 point 3 of the Regulation of the Minister of Finance of December 15, 1997 on the implementation of the provisions of the Act on Value Added Tax and Excise Duty (Journal of Laws No. 156, item 1024, as amended) and in connection with Appendix No. 3 of the same regulation:
 - a) all Subscribers to whom the services are sold via WEBD.pl are entitled to receive VAT invoices, regardless of whether they are registered VAT payers;
 - b) the signature of the person authorized to issue VAT invoices may be replaced on invoices with data enabling the identification of that person.
2. A VAT invoice is issued after the payment is made by the Subscriber, on the data specified by the Subscriber in the Customer Panel.
3. The VAT invoice is available for download by the Subscriber in electronic form in the Customer Panel. The subscriber may request a hard copy of the invoice.

The regulations are valid from November 17, 2022