

## Terms & conditions

### §1. General Provisions

The **Intername – world domains** service (hereinafter: the “Service”) is owned by BPtech.pl – usługi informatyczne Boryszek Pawel, with its registered office in Goleniow, zachodniopomorskie, Poland, REGON: 320502975, VAT: PL8561638135 (hereinafter: the “Owner”).

This document sets out the general rules for the use of the Service and is governed by Polish law.

### §2. Service Regulations and Policies

The following regulations of individual services provided within the Service form an integral part of these Terms and Conditions. By accepting these Terms and Conditions, the User also accepts the content of the following Regulations and Policies:

- Regulations of domain registration and renewals
- Regulations of hosting services
- Payment regulations
- Privacy policy

### §3. Data Collected in the Service

1. In the course of using the Service, data that are not personal data are collected and processed, in particular:
  - a) domain names searched by the User,
  - b) domains checked in the WHOIS database,
  - c) domains converted into IDN format,
  - d) order and transaction history,
  - e) domain configurations and service-related settings,
  - f) correspondence between the User and the Service,
  - g) other technical data related to the use of the Service.
2. The data referred to in point 1 constitute part of the informational resources of the Service, to which the Owner retains rights.
3. Such data may be used solely for the purpose of ensuring the proper functioning of the Service, delivering services to the User, protecting the legitimate interests of the Owner, and fulfilling obligations under applicable law or the regulations of relevant domain registries (hereinafter: the “Registries”).
4. The Owner undertakes to maintain the confidentiality of the data referred to in point 1 and to take all reasonable and proportionate technical and organisational measures to prevent disclosure to third parties, except where:
  - a) disclosure is required by law, or
  - b) disclosure is necessary for the provision of services to the User by the Owner or cooperating entities under separate agreements.
5. In the case of domain registration by a legal entity (organisation), the registrant data of such entity, including company name, address, e-mail address, and telephone number, may be published in WHOIS/RDAP systems in accordance with applicable law and the rules of the Registries. Such data are not subject to anonymisation or masking.
6. Data may also be processed in anonymised form for statistical, analytical, and market research purposes; in such cases, they will not be linked to a specific User.

### §4. Complaints

1. The User may lodge complaints regarding the functioning of the Service or the services provided:
  - a) in writing – to the registered office address of the Service,
  - b) electronically – to the e-mail address [info@interna.me](mailto:info@interna.me) or via the contact form available at <https://interna.me/contact/>

[info@interna.me](mailto:info@interna.me)

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2. A complaint should contain: the User's data enabling identification, a description of the objections raised, and the request.
3. The Service will process the complaint within 14 days of receipt. The response will be provided in the same form in which the complaint was lodged, unless the User expressly indicates a preferred alternative form.
4. A User who is a consumer may use out-of-court complaint and redress mechanisms, in particular:
  - a) contacting the locally competent consumer ombudsman,
  - b) seeking assistance from the Regional Inspectorate of Trade Inspection,
  - c) filing a complaint via the EU ODR platform available at: <https://ec.europa.eu/consumers/odr>
5. The use of out-of-court dispute resolution mechanisms is voluntary.
6. Filing a complaint does not suspend the provision of the relevant service, unless further provision is impossible or would prevent proper consideration of the complaint. In such case, provision may be suspended for the duration of complaint handling, provided this does not infringe consumer rights under the law.
7. If a complaint is not considered within the statutory time limit, it shall be deemed resolved in accordance with applicable legal provisions.

## **§5. Amendments to the Terms and Conditions**

1. The Service reserves the right to amend these Terms and Conditions, in whole or in part, at any time, in particular in cases of:
  - a) changes in legal provisions,
  - b) decisions, recommendations, or rulings issued by public authorities or courts,
  - c) introduction of new functionalities or services,
  - d) changes in the method of service provision due to technical, organisational, or security reasons,
  - e) the need to align the Terms and Conditions with the regulations or requirements of Registries.
2. Users will be notified of amendments by:
  - a) publication of a consolidated version of the Terms and Conditions on the Service's website,
  - b) sending information to the e-mail address assigned to the User's account, at least 14 days before the changes take effect. Additionally, Users will be notified of changes upon logging into the Service or when performing actions requiring acceptance of the new Terms and Conditions.
3. A User who has not logged into the Service and has not viewed the notification requiring acceptance of the new Terms and Conditions will, upon each renewal notification, be informed of the obligation to accept the amended Terms and Conditions.
4. A User who is a consumer has the right to terminate the service agreement within 14 days of being notified of the changes. Termination is free of charge and results in the cessation of services as of the date the changes take effect. Therefore, a User who does not accept the changes is obliged to transfer the service to another provider or discontinue it. Renewal of a service for a new subscription period shall be deemed unambiguous acceptance of the new Terms and Conditions. Continued use of services after the effective date of amendments shall also be deemed acceptance thereof.
5. Where, due to the nature of the changes, it is technically impossible to maintain the 14-day notice period (e.g. changes resulting from Registry requirements, changes in law, or security threats), the Service will notify the User immediately after implementing the changes. In such case, the User shall have the right to terminate the agreement immediately without incurring costs.
6. The binding version of the Terms and Conditions shall be the one most recently accepted by the User.

## **§6. Disputes**

1. Matters not regulated herein shall be governed by the generally applicable laws of the Republic of Poland.
2. Any disputes arising from these Terms and Conditions shall be settled by the court having jurisdiction in accordance with applicable legal provisions.
3. Disputes relating to the registration, maintenance, or ownership of domains shall be resolved under the procedures of the relevant Registry (e.g. UDRP or ADR procedures), if such procedures apply to the given domain extension.

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**§7. Liability of the Service**

1. The Service shall be liable for non-performance or improper performance of the Service in accordance with applicable law.
2. With respect to Users who are consumers, the Service shall be fully liable as provided under the Civil Code and the Act on Consumer Rights.
3. With respect to Users who are not consumers, except in cases of wilful misconduct, the Service's liability is limited to actual damages only and does not include lost profits, and the total liability shall not exceed the amount of the fee paid for the given Service.
4. The Service shall not be liable for:
  - a) actions or omissions of the User, including the provision of false or incomplete data,
  - b) technical interruptions resulting from maintenance, upgrades, or failures beyond the Service's control,
  - c) actions of third parties, in particular Registries, telecommunications operators, hosting providers, or other entities beyond the Service's control, subject to points 2 and 3 above.

**§8. Termination of Agreement**

1. The agreement with the User shall expire upon:
  - a) expiry of the last active domain or service in the Service, or
  - b) transfer of the last domain or service from the Service to another provider.
2. Expiry of the agreement shall not affect the User's obligation to settle any outstanding payments resulting from prior use of the Service.

## **§1. Domain Registration**

1. The User may submit an order for the registration, acquisition, transfer, renewal, or backorder of a domain via the Service. These services are carried out immediately and irreversibly – they cannot be withdrawn or cancelled once executed.
2. An order may be submitted regardless of the balance of the User's deposit; however, the order will only be processed if the User's deposit balance is not negative.
3. Submission of an order for the registration, acquisition, transfer, or renewal of a domain constitutes the User's acceptance of the Registry's regulations governing that domain. In particular, for country-code domains, additional regulations set by the relevant national Registry may apply, which are publicly available on its website.
4. In accordance with the NIS2 Directive and Registry rules, the Service verifies the User's registration data. Verification may include confirmation of email address, phone number, postal address, as well as identity documents or company registration numbers.
5. The User is obliged to confirm the accuracy of their data within the required timeframe. Failure to verify or providing false data may result in refusal of registration, suspension, or deletion of the domain, without any right to a refund.
6. Under the Consumer Rights Act, the User is not entitled to withdraw from the contract within 14 days in cases where the Service has fully performed the service with the User's explicit consent.
7. The User agrees to the immediate commencement of services once payment has been made, which results in the loss of the right of withdrawal.
8. The above point 6 does not limit statutory consumer rights under special provisions, including consumer protection laws that cannot be waived or restricted by these Regulations.

## **§2. Reservation of Services**

1. Domains cannot be reserved. Submitting an order for domain registration does not guarantee its later registration for the User.
2. In particular, the domain may be registered by another registrar or third party while awaiting payment confirmation or order processing by the Service.
3. The Service Owner shall not be liable for the inability to register a domain.
4. The User undertakes to promptly pay the registration fee and bears sole responsibility for making timely payments and verifying the domain's availability before registration.

## **§3. Legal Status of Domains**

1. The Service Owner provides no guarantees regarding the legal status of domains available for registration or acquisition through the Service.
2. The User bears sole responsibility for any potential infringements of intellectual property rights, including trademarks, arising from the use of a domain.
3. Before submitting a domain registration or acquisition order, the User should verify that the chosen domain does not infringe the rights of third parties. In particular, it is recommended to:
  - a) check national and international trademark databases,
  - b) verify the domain's history in WHOIS databases or other publicly available registers,
  - c) consult a legal advisor if in doubt regarding lawful domain use.
4. The User is also responsible for ensuring that the registered domain does not violate the local laws of the country or jurisdiction where the domain is registered or used, particularly concerning domains related to gambling, pornography, or other legally regulated content.

5. The Service Owner is not responsible for content published by the User under registered domains or for costs arising from suspension or blocking of domains by the Registry, courts, or other competent authorities.

#### **§4. Domain Registration and Renewal Period**

1. The minimum domain registration or renewal period is specified on the Service's information pages for the given domain extension and is determined by the rules of the relevant Registry.
2. The minimum period is usually 1 year, but for certain domain extensions it may be 2, 3, or more years, in accordance with the Registry's requirements.
3. The maximum registration or renewal period is 10 years, unless the Registry sets a shorter maximum period. In such cases, the maximum period corresponds to the maximum allowed by that Registry.
4. The User may register or renew a domain for a period longer than the minimum by contacting the Service Owner in advance.

#### **§5. Premium Domains**

1. Some domain names may be classified as premium by the Registry, which involves higher fees for registration, transfer, or renewal.
2. The classification of domains as premium is determined solely by the Registries and may change during the term of the contract – the Registry may add a domain to the premium list or change its pricing at any time.
3. The Service has no influence over Registry decisions in this regard and bears no liability for changes to a domain's premium status.
4. The Service undertakes to inform the User of a domain's premium status and applicable fees before completing registration, transfer, or renewal, via email.
5. A User wishing to register or renew a domain classified as premium must pay the fee according to the Registry's current price list. Lack of acceptance of these conditions will result in the inability to register, transfer, or renew the domain.

#### **§6. Local Agent Service**

1. For domains requiring a local address in the country or region of registration, the Service may register the domain under the data of a local representative ("local agent"), in compliance with Registry requirements. The agent's data will be registered in the domain register but may be hidden in WHOIS databases as per Registry rules.
2. Placing an order for a domain using the local agent service does not guarantee its registration. The local agent reserves the right to refuse the service if it considers that the registration could infringe the law, third-party rights (particularly trademarks), good practices, local Registry rules, or if there is a reasonable suspicion of unlawful use. The User may file a complaint against the agent's actions. In case of refusal, the Service Owner shall promptly refund any payments made.
3. If the Service Owner determines that the User does not meet Registry requirements, the local agent service, if offered free of charge, will be applied automatically to meet Registry requirements. All rights and obligations related to the local agent service will apply during this time. The User may opt out by providing documents proving compliance with Registry requirements.
4. Entering into a contract using the local agent service does not create any legal partnership or entity between the User, the Service Owner, or the agent. Formally, the agent is the registrant of the domain; however, under the service, the User:
  - a) retains full rights to manage the domain,
  - b) is responsible for all actions related to the domain,
  - c) bears full responsibility for compliance with local laws, particularly prohibitions on domains for gambling, pornography, or other regulated content,
  - d) undertakes not to infringe third-party rights, including trademarks and other protected rights.

5. The local agent service is inseparable from domain registration. By consenting to registration using a local agent, the User acknowledges that they waive the 14-day withdrawal right, as the service is provided immediately and irreversibly.
6. Domains registered with a local agent may not be registered for resale or listed for sale. Domains violating this rule may be immediately suspended or deleted.
7. The Service Owner provides the local agent service in good faith but does not guarantee uninterrupted service or freedom from suspension.
8. The Service Owner may, at its discretion and without notifying the User, change address details or transfer the domain between its agents.
9. In case of a legal or domain dispute, upon a decision by the Registry, court, or other authority, the Service may suspend the local agent service and disable the domain. The User may use Registry or court appeal procedures.
10. The User undertakes to indemnify, defend, and hold harmless the Service Owner against any claims, costs, or damages (including reasonable legal fees) arising from domains using the local agent service, if caused by the User's deliberate actions.
11. The User may terminate the local agent service at any time, provided they meet Registry requirements themselves or appoint a compliant entity. Fees already paid for the agent service or the remaining term are non-refundable. Additional fees may apply:
  - a) Registry fees for registrant changes (e.g., holder change/trade), according to the Registry's price list.
  - b) Administrative fees charged by the Service Owner if additional actions are required (e.g., preparing documents, formal procedures). Such fees will be agreed upon with the User beforehand.

#### **§7. Automatic and Manual Service Renewals**

1. The Service sends the User the first notification about the upcoming renewal of an expiring domain or service at least 30 days before the expiration date, indicating the non-extendable payment deadline, and then further reminders until:
  - a) the renewal is completed,
  - b) resignation from the service is submitted, or
  - c) the service naturally expires due to non-payment.
2. Notifications are sent mainly by email, and in selected countries also via SMS.
3. Automatic renewal in the Service is enabled by default for all domains and services. Unless the User disables it, the renewal process starts 7 days before the payment deadline. Renewal will only be carried out if sufficient funds are available in the User's deposit. Payments made before the payment deadline will be applied to the first possible automatic order. Payments credited after the deadline may be recorded in the User's account, but do not guarantee automatic renewal and may require manual renewal, possibly with additional reactivation fees.
4. The User may enable the automatic payment functionality. Details are provided in the Service's payment regulations.
5. Regardless of the automatic renewal settings in the Service, some Registries may renew domains themselves before expiration and charge the Service. If the User has not disabled automatic renewal in the Service or submitted a resignation from the domain (at the latest by the deadline indicated in the notification), and the Registry performs an automatic renewal, the cost will be fully charged to the User's deposit, regardless of its balance at the time of charging. Disabling automatic renewal in the Service or sending resignation to the Service's email address is sufficient to avoid automatic renewal by the Registry.
6. The same rules apply to the Local Agent service – failure to resign within the required time results in charging the User's deposit with the renewal fee if the service is actually renewed.
7. Domains and services may remain active after the payment deadline. The date on which a domain or service enters the expiration period is indicated in its details (validity date).

8. The expiration period depends on the extension and the relevant Registry. Details about the expiration period and reactivation costs are provided on the information page for the given extension. For some domain extensions, no expiration period applies and domains may be deleted immediately after the payment deadline passes.
9. The cost of reactivating a domain that has entered the expiration period is usually higher than the standard renewal price and is borne by the User.
10. Any overpayments or payments made by the User will be used in accordance with the Service's payment regulations.
11. For domains or services where the User has disabled automatic renewal, the User must clearly indicate which domain or service a deposit payment refers to:
  - a) For deposit top-ups via bank transfer, the User should state clear identification in the transfer title, e.g. domain name, service name, or pro-forma number. Once credited, the Service will renew the specified service.
  - b) For online payments (instant payments), the User must manually order the renewal in the Service panel. This requires:
    - going to the list of domains or services,
    - selecting the relevant item for editing,
    - clicking the renewal symbol (circular arrows), which opens the renewal order form.Failure to top up the deposit before the payment deadline, disabling automatic renewal, or failing to provide clear payment information may result in non-renewal of the domain or service.
12. Renewal carried out at the Registry is final and cannot be reversed. Funds used for renewal are non-refundable.

### **§8. Phishing and Other Illegal Activities**

1. Registering, maintaining, or using domains for illegal purposes, including but not limited to phishing, data theft, password theft, fraud, money laundering, infringement of third-party rights, as well as regulated activities (e.g. gambling, pornography, content prohibited by law), is strictly prohibited. The ban also applies to actions contrary to the laws of the country or jurisdiction where the domain is registered or used.
2. In the event of a justified and documented suspicion of abuse, legal violation, or incorrect registration data, the Service may—regardless of the stage of registration, renewal, or transfer—suspend or delete the domain, limit its functionality, and block the User's account. Grounds for such action may include in particular reports from the Registry, competent state authorities, or other authorized entities.
3. If a domain is suspended or deleted under item 2, any fees paid by the User for its registration, maintenance, or renewal are non-refundable.
4. The Service reserves the right to cooperate with competent state authorities, Registries, and third parties to detect, prevent, and counteract all violations of the law, including but not limited to those mentioned in item 1, as well as other violations of law not exhaustively foreseeable or listed in the regulations.
5. In case of suspected violation of the law or upon receiving a notification thereof concerning a registered domain name, the User will be immediately informed by the Service Owner via electronic communication sent to the User's account email address.

### **§9. Domain Availability**

1. The Service makes every effort to ensure that information on domain availability is up-to-date, reliable, and consistent with Registry data at the time of presentation. These data may partly come from third parties and may not always reflect the Registry's real-time status.
2. The User bears sole responsibility for verifying domain availability before attempting to register it. In case of doubt, the User should contact the Service or verify the status directly with the Registry.
3. The Service is not liable for inability to register a domain due to reasons attributable to the Registry, the operator, or the User (e.g. prior registration by another person, incorrect data, failure to provide required documents). All availability data are for informational purposes only and do not constitute a guarantee of successful registration or acquisition of rights to a domain.
4. If it is not possible to register a domain paid for by the User, the paid funds will be refunded in accordance with the Service's payment regulations.

**§10. System Errors, Abuse, and Data Accuracy**

1. Orders placed due to technical system errors, in particular those containing unrealistic data that could be exploited unfairly, will not be processed. If such orders are detected, the Service reserves the right to automatically cancel them without further notice to the User.
2. Intentional or knowing exploitation of system errors by the User for financial gain or other advantage, including manipulations in the ordering system or data readings, will be considered abuse. In such cases, the Service reserves the right to:
  - a) block the User's account;
  - b) refuse to process current and future orders;
  - c) notify the competent law enforcement authorities, including cybersecurity services, about suspected criminal activity.
3. The Service does not operate any "bug bounty" programs nor provide rewards for reporting system errors.
4. The User bears full responsibility for the accuracy and validity of all data provided in the Service, including WHOIS registration data and email address:
  - a) In the event of data verification by the Service Owner or Registry based on identity documents, company documents, or other required documentation, the User is obliged to provide correct information.
  - b) The email address provided by the User must be valid and allow communication. Messages sent to this email address are deemed delivered, regardless of the mailbox status, inaccessibility of the address, or messages being filtered into SPAM.
  - c) Providing false, incomplete, or outdated data may result in immediate deletion of the domain by the Registry, forfeiture of paid funds, and charging the User with any penalties, fees, sanctions, or other consequences imposed by Registries, payment operators, or competent state authorities in connection with such data.
5. The User is obliged to keep contact and registration data up-to-date in the Service.

## Regulations of hosting services

### §1. Definitions

**Activation** – The commencement of the Hosting Service.

**Authorisation Centre (CA)** – A third-party entity authorised to issue SSL Certificates.

**SSL Certificate** – A unique string of characters used to authenticate resources stored on the server where it is installed, issued for a specific Domain name based on verification of the right to use it, conducted by the Authorisation Centre (CA).

**Hosting Service** – The primary service provided on a server managed by the Service Provider, encompassing Web Hosting and/or Email Service. The Hosting Service involves providing the User with functionalities in accordance with the offer and security parameters listed on the Service's website, with the ability to manage settings via the Administrative Panel.

**Web Hosting** – A component of the Hosting Service that involves allocating to the User a portion of the server maintained by the Service Provider, with the size and parameters specified in the Specification, where the User can store their data.

**Subscription Period** – The duration of the Hosting Service.

**Test Period** – A period during which the User may test the features of the Hosting Service free of charge.

**Administrative Panel** – The Direct Admin application through which the User can manage the settings of the Hosting Service, including Web Hosting and/or Email Service.

**Server** – A physical or virtual computing device managed by the Service Provider, used for storing, processing, and sharing data as part of the Hosting Service, including Web Hosting, Email Service, or SSL Certificate Service.

**Specification** – A document available on the information page regarding the ordered Hosting Service, containing a detailed list of technical and security parameters.

**SSL Certificate Service** – A service involving representing the User before the Authorisation Centre in the process of concluding an agreement for the issuance of an SSL Certificate.

**Email Service** – A component of the Hosting Service enabling the User to send, receive, and store email messages in accordance with the parameters specified in the Specification, including the ability to create email accounts, aliases, and autoresponders.

**Order** – The User's request to create a hosting account on a server managed by the Service Provider as part of the Hosting Service.

All terms written with a capital letter that are not defined in these Hosting Services Regulations shall have the meaning assigned to them in the Terms & Conditions.

### §2. General Provisions

1. Data stored on the server as part of the Hosting Service (including Web Hosting) equally share all the parameters of the Server on which they are located.
2. The Service Provider guarantees the availability of the Hosting Service at a level of 99%. In the event of failure to meet this level, the Service Provider will refund the User the paid funds, up to the standard cost of the Hosting Service as per the price list.
3. The Service Provider reserves the right to planned and unplanned maintenance breaks. Planned breaks will be conducted in a manner that minimises their duration and impact on the availability of the Hosting Service, with prior notification to the User whenever feasible. During such breaks, there may be disruptions or unavailability of the Hosting Service. These breaks do not constitute grounds for refunds, provided they fall within the guaranteed availability of the Hosting Service specified in point 2.
4. Changes to these Hosting Services Regulations are announced in accordance with the procedure specified in the Terms & Conditions.

### §3. Agreement and Activation of the Hosting Service

1. The agreement is concluded for a fixed term, not shorter than 12 months. Ordering the Hosting Service involves the User completing an electronic order form or directly starting to use the service.
2. Placing an order or starting to use the service is equivalent to concluding an agreement between the User and the Service Provider for the provision of the Hosting Service under the terms specified in the Hosting Services Regulations, price list, offer, and security parameters.
3. The agreement covers the provision of the Hosting Service (including Web Hosting and/or Email Service) with parameters detailed in the Specification, particularly: the server space allocated to the User, the amount of data transferable per month, processor power, email sending limits, and other security parameters.
4. The Hosting Service is activated within 2 working days from the Order or the Order for the Test Period.
5. The Subscription Period of the Hosting Service is counted from the day of Activation of the Hosting Service or Activation of the Hosting Service after the end of the Test Period.
6. If the User does not specify a preferred server location during the Order, the Service Provider will assign a location randomly, depending on resource availability, from the following locations: United Kingdom, Finland, Germany, Luxembourg, or Poland. The User will be notified of the assigned server location and access details for the Hosting Service and Administrative Panel via an email sent to the address provided by the User. The User is entitled to request a change of server location within 7 days from the date of Activation of the Hosting Service, subject to resource availability in the selected location. Information regarding data processing in connection with server locations is available in the Privacy Policy.
7. The Email Service, as a component of the Hosting Service, includes the ability to create email accounts, aliases, and autoresponders in accordance with the parameters specified in the Specification.
8. In the event of a server failure, the Service Provider will undertake repair actions as quickly as possible, no longer than 24 hours from the report of the issue. The User will be notified of such events.

### §4. Test Period

1. The User may test the features of the Hosting Service during a 7-day Test Period, counted from the date of placing the Order.
2. The condition for using the Test Period is placing an Order for the Hosting Service with a note expressing the desire to test the Service.
3. During the Test Period, the Service Provider will issue a pro forma invoice for the amount corresponding to the cost of the Hosting Service for the Subscription Period selected by the User.
4. If the User pays the pro forma invoice within 7 days from the end of the Test Period, the provision of the Hosting Service will be extended until the end of the established Subscription Period.
5. Failure to pay the pro forma invoice during the Test Period will result in the suspension of the Hosting Service 7 days after the end of the Test Period. If the User does not pay the pro forma invoice within 30 days from the end of the Test Period, the Service Provider will delete the User's data stored as part of the Hosting Service. The User will be notified of the planned data deletion in accordance with the Payment Regulations.

### §5. Declarations, Responsibilities, Rights, and Obligations of the Parties

1. The User declares that:
  - a) they have the necessary permissions to use software installed independently as part of the Hosting Service (including Web Hosting and/or Email Service),
  - b) they will not use the Hosting Service (including Web Hosting and/or Email Service) contrary to its purpose and specified parameters,
  - c) they will not use the Hosting Service as a data repository, particularly as a mirror server of another server,
  - d) they will not run continuous background processes, particularly those downloading data from the Internet, peer-to-peer, peer-to-mail, or other networks,
  - e) they will not send unsolicited commercial information (spam),
  - f) they will not attack or disrupt the operation of other servers on the Internet or the Service's network (e.g., DoS attacks),

- g) they will not store backup copies of data,
  - h) they will not place elements used by other services that are not maintained on the User's Hosting Service,
  - i) they will not post unlawful content or warez-related services.
2. The User has the right to manage the allocated server space via the Direct Admin Administrative Panel as part of the Hosting Service.
  3. The User is responsible for independently updating all applications installed as part of the Hosting Service (including Web Hosting and/or Email Service).
  4. The User may not use the server space as part of the Hosting Service to:
    - a) violate the law, social norms, or customs,
    - b) gain unauthorised access to the Service's computer systems or other servers,
    - c) prevent other Users from using the Service's system resources,
    - d) send spam,
    - e) provide unlawful, pornographic, or illegal software content,
    - f) store and share offensive content,
    - g) violate the privacy of other users,
    - h) stream films, files, or game servers.
  5. The User may not use scripts/applications such as Publiker, SEO Adder, esCat, or DonLinkage due to their excessive server load or potential security breaches within the Hosting Service.
  6. The Service Provider may temporarily suspend the provision of the Hosting Service in case of suspicion of the unlawful nature of the User's data or activities until the User provides clarification.
  7. The Service Provider strives to provide support for modern technologies (e.g., current PHP versions). If the technology used by the User becomes outdated and is no longer supported by the server due to security vulnerabilities or other technical issues, the User is obliged to independently adapt their applications to newer, supported technologies. The Service Provider will provide support if needed.
  8. The Service Provider provides the Direct Admin Administrative Panel as is. The User uses the applications available in the panel, including website builders or tools for automatic software installation, at their own risk. The Service Provider strives to ensure that the applications in the panel are up-to-date and secure.
  9. The User is obliged to independently create and store backups in an external location outside the hosting account as part of the Hosting Service. The Service Provider may delete backup files left in the hosting environment to ensure security and performance, after notifying the User 7 days in advance. The hosting space is intended solely for active website versions, such as production, development, or test versions. If the User needs assistance with configuring backups, they may contact the Service Provider.
  10. Emails stored as part of the Email Service (as a component of the Hosting Service) are available for the duration of the service. After the Subscription Period expires or in case of a breach of the Regulations, the data, including emails, may be deleted after 30 days, with notification to the User in accordance with the Payment Regulations.

## §6. SSL Certificates

1. Ordering the SSL Certificate Service involves completing an electronic order form.
2. The User accepts the regulations of the Authorisation Centre (CA) available on their websites.
3. The Service Provider requests the CA to issue an SSL Certificate upon receipt of payment.
4. The SSL Certificate is issued after verification of the right to use the domain. The User is informed of the verification result and the refund procedure in case of verification failure.
5. In case of verification failure, the payment will first be refunded to the User's deposit in the Service, and then in accordance with the procedure specified in the Payment Regulations.
6. The Subscription Period begins upon the issuance of the SSL Certificate.

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7. If the User has an active Hosting Service with a domain delegated to it covered by the SSL Certificate, the SSL Certificate will be installed on the server free of charge. Otherwise, the SSL Certificate, along with the necessary installation files, will be sent to the User's email address, and the User is responsible for its independent installation on their server.

#### **§7. Additional Space and IP Addresses**

1. The User may purchase an additional server space package with parameters and pricing specified in the offer posted on the Service's website, subject to space availability on the server as part of the Hosting Service.
2. The User may purchase additional IP addresses in accordance with the offer posted on the Service's website, subject to their availability.
3. The Service Provider does not guarantee the availability of additional server space or additional IP addresses on the server currently used by the User as part of the Hosting Service.

#### **§8. Payments and Service Renewal**

1. The Hosting Service, SSL Certificates, additional space, and additional IP addresses are settled in annual periods.
2. The next Subscription Period is counted from the day the previous Subscription Period expires.
3. Issues not covered in these Hosting Services Regulations are described in the Payment Regulations.
4. After the Subscription Period expires, the Service is suspended, and all User data as part of the Hosting Service may be deleted after 30 days, with notification in accordance with the Payment Regulations.

#### **§9. User Account Migration**

1. The Service Provider reserves the right to migrate the User's entire Hosting Service, along with all data and active services, to another server to ensure service continuity or for technical, organisational, or security reasons.
2. The User account migration will be carried out while preserving all data and active services. The User will be notified of the planned migration at least 7 days in advance, unless the migration is necessary due to urgent reasons (e.g., server failure). The migration will not affect the quality of the Hosting Service or data availability.

#### **§10. Right to Withdraw from the Agreement**

1. In the case of the Hosting Service, a User who is a consumer has the right to withdraw from the agreement within 14 days of its conclusion, in accordance with the provisions of the Consumer Rights Act.

**§1. Payments for Domain and Service Renewals**

1. Payments for renewal services ordered in the Service must be made within the deadlines indicated on the list of services to be paid, visible in the User's account.
2. The payment deadline means the moment the funds are credited to the User's deposit, confirmed by an email message sent by the Service. The moment of ordering a bank transfer by the User is not considered as payment.
3. Any delays caused by banks, payment operators, public holidays, or other factors beyond the Service's control are not the responsibility of the Service Owner.
4. All bank or operator commissions and fees related to payment processing are always borne by the User.
5. Late payments may result in the non-performance of the ordered service. In particular:
  - a) the service may be temporarily suspended or blocked,
  - b) its reactivation may involve additional costs in accordance with the applicable price list,
  - c) in the case of domains — failure to pay for renewal on time may result in the irreversible loss of rights to the domain and the possibility of its registration by third parties,
  - d) in the case of hosting and e-mail services, failure to pay for renewal on time may result in the irreversible loss of data stored on the server.
6. The Service Owner is not liable for any damage or loss suffered by the User in connection with the non-renewal of services due to late payment.

**§2. Pricing Policy**

1. The prices of services provided by the Website Owner are specified in the current price list valid at the time of placing the order.
2. The Website Owner makes every effort to keep service prices as low as possible for as long as possible; however, no guarantee is given regarding their future stability, and the Owner reserves the right to update them.
3. Price list updates do not affect orders paid before the date of change.
4. The prices in the price list are net amounts and refer to a period of 1 year.
5. If the minimum domain registration period exceeds 1 year, the registration fee equals a multiple of the annual registration price indicated in the price list.
6. If the domain registration price is lower than the renewal price, the registration fee for a period longer than the minimum includes the registration price (as per point 5) plus a multiple of the annual renewal price applicable on the payment date.
7. By paying for domain registration or renewal for a period longer than the minimum, the User protects themselves against potential price increases for the entire period covered by the payment.

**§3. Payment Date Alignment**

1. The User may enable the payment date alignment function for their domains and services provided in the Service.
2. If the payment date alignment function is enabled, the Service:
  - a) generates one notification and one invoice covering all domains and services included in this function,
  - b) does not change the individual expiry dates of specific domains and services.
3. The payment dates for all domains and services covered by the function are unified, while the expiry dates of each domain or service remain unchanged and unique. After renewal, the validity of each domain or service is extended from its original expiry date, not from the aligned payment date.

4. Enabling the payment date alignment function does not release the User from the obligation to make timely payments. Failure to pay on time results in the consequences set out in the Payment Regulations and the Domain Registration Regulations.
5. The User may disable the payment date alignment function at any time.

#### **§4. Deposit and Refunds**

1. The User may make an advance payment to their account in the Service (deposit).
2. Funds deposited remain the User's property until they are used to purchase services. A deposit does not trigger a VAT or income tax obligation. The tax obligation arises only when the funds are used for a specific service.
3. A deposit is credited and automatically used to pay for domain and service renewals ordered by the User, until the funds are exhausted.
4. If there are outstanding fees for services performed in the Service, any deposit payment made by the User will first be applied to cover arrears, with only the surplus applied to current or future services, including domain renewals.
5. The User has the right to request a refund of all or part of unused funds from the deposit at any time by submitting a request in the client panel or electronically.
6. Refunds are made within 14 days of the request, to the bank account specified by the User.
7. All transfer costs and bank fees are borne by the User.
8. Funds already used to pay for services (e.g. domain registration or renewal) are non-refundable.

#### **§5. Payment Arrears**

1. If payment arrears for services performed in the Service exceed 50% of the gross amount due for a given service, the Service Owner will promptly notify the User by email sent to the address associated with the User's account, specifying the amount due, the deadline for settlement (not less than 7 days from the notice), and the consequences of non-payment. If the notice cannot be delivered for reasons beyond the Service's control (e.g. incorrect email address provided by the User), the notice is considered delivered if sent to the email address listed in the User's account.
2. In case of arrears as described above, the Service Owner has the right to:
  - a) immediately block the transfer of the User's domains or services to another account or registrar until arrears are settled,
  - b) suspend execution of the User's current and future orders in the Service until arrears are settled,
  - c) suspend the operation of websites linked to the domains concerned after 14 days from the notice referred to in point 1, provided an additional reminder is sent to the User's email address, and if possible also via another available form (e.g. SMS or phone call, if offered), at least 48 hours before suspension.
3. A User who is a consumer has the right to raise objections to the arrears notice, in particular in case of billing errors, within 7 days of receipt. Objections will be considered within 7 days of submission. During this review, the domain or service transfer block may remain in place if necessary to secure payment, unless the User demonstrates that the arrears result from a Service error. In such a case, the block will be lifted immediately, no later than 24 hours after confirmation of the error.
4. After settlement of arrears, all restrictions referred to in point 2 will be lifted immediately, no later than 24 hours after the payment is credited.
5. In the case of consumers, blocking the transfer of domains or services does not affect their rights under the Consumer Rights Act, in particular the right to withdraw from the contract in legally provided cases.
6. If arrears arise from circumstances beyond the User's control (e.g. a payment system or bank error), the Service will make efforts to lift the restrictions referred to in point 2 promptly, no later than 24 hours after confirmation of the error, without additional costs to the User.

## §6. VAT Invoices

1. Invoices for domains and other services purchased in the Service are issued collectively on a monthly basis.
2. Entities from the European Union without an active EU VAT number, as well as all entities from Poland, are subject to VAT at the local rate.
3. Invoices cover all services purchased by the User during the given month.
4. Invoices are sent electronically to the email address provided by the User in the Service.
5. The User is obliged to ensure that the email address provided is up-to-date and able to receive invoices.
6. If an invoice is not received or errors are found in an invoice, the User must promptly notify the Service Owner.

## §7. Online Payments and Fees

1. Certain payment methods may be processed by third-party entities that transfer funds paid by Users to the Service Owner's account under separate agreements.
2. Settlements of credit card transactions, online transfers, and other electronic payments are handled by external providers, including Przelewy24, Stripe, and PayPal.
3. For foreign currency payments made through Przelewy24, the payment operator converts the deposited amount into PLN at the current exchange rate. In the Service, the deposit will be credited in the currency assigned to the User's account.
4. All online payments made through the Service's system (Przelewy24, Stripe, PayPal integrated with the Service) are subject to a service fee, of which the User is informed prior to making the payment. The fee amounts to 3% of the transaction value for the Przelewy24 operator, 4% for the Stripe operator, and 5% for the PayPal operator.
5. PayPal – manual deposits: for payments made manually directly to the Service's PayPal account (email: paypal@interna.me), i.e. bypassing the automated Service system, the User must promptly notify the Service of the payment. Failure to do so may result in funds not being credited. Only the net amount actually received on the Service's PayPal account (after PayPal commissions) will be credited to the User's account. The 5% service fee is not charged for such payments.
6. All other fees or commissions charged by payment operators are borne by the User.
7. The moment funds are credited in the Service determines the execution of services. Orders are only carried out after confirmation of crediting to the User's account. The Service is not responsible for delays caused by banks, public holidays, or payment operator errors.

## §8. Automatic Payments

1. The User may activate the automatic payments functionality, which allows the Service to automatically charge funds from a payment method registered in Stripe (usually a payment card) to cover renewals of domains and services with auto-renewal enabled.
2. Activating automatic payments enables automated deposits, which are credited and immediately used for renewals.
3. Seven days before the payment deadline, the Service will create a card charge order, which should be processed within 24 hours.
4. A service fee of 4% of the transaction value will be added to each automatic payment.
5. If sufficient funds are available on the User's card, the deposit will be credited and used for automatic renewals of domains and services.
6. To use automatic payments, the User must have at least one active payment method registered in Stripe and sufficient funds to cover the full renewal amount of domains/services with auto-renewal plus the service fee.

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7. The Service is not liable for failed automatic payments due to insufficient funds, inactive payment methods, or other reasons beyond the Service's control.
8. In case of failed automatic payment, the User remains responsible for timely settlement of dues in accordance with the Payment regulations.

## Privacy policy

### §1. Data Controller

The controller of the personal data of users of the Intername – world domains service (hereinafter: the “Service”) is:

#### **BPtech.pl – usługi informatyczne Boryszek Pawel**

ul. Sadowa 12, 72-100 Goleniów, Poland

Tax Identification Number (VAT): PL8561638135

E-mail: [info@interna.me](mailto:info@interna.me)

The Service has not appointed a Data Protection Officer. For matters concerning data protection, please contact the Data Controller directly.

### §2. Purpose and Scope of Processing

Personal data of users are processed in accordance with the applicable legal bases and for the following purposes:

- conclusion and performance of a contract, including account management within the Service, domain registration, payments, and invoicing;
- compliance with legal obligations, such as tax and accounting duties;
- legitimate interests of the Controller, including protection against claims, statistical analysis, and ensuring the security of IT services;
- on the basis of consent, e.g. sending commercial information by e-mail/SMS, use of analytical and marketing cookies (in line with the Polish Act on the Provision of Electronic Services and the Telecommunications Law).

### §3. Scope of Data Processed

The following categories of data may be processed: identification data (first name, surname, VAT number, national identification number, passport number or other identification number, address), contact details (telephone, e-mail), payment data, as well as data relating to the use of the Service (logs, IP address, cookies).

Identification data, including the national identification number or its equivalent for consumers, are provided voluntarily by the User, but are required for the proper provision of the service and for issuing an invoice.

### §4. Data Retention Period

Personal data are retained:

- for the duration of the contract and the necessary period thereafter, e.g. for handling complaints and pursuing/defending claims, until the expiry of the limitation period (usually up to 6 years);
- accounting and tax records – for the period required by law (e.g. 5 years from the end of the tax year);
- data processed on the basis of consent – until such consent is withdrawn.

### §5. Data Recipients

Personal data may be disclosed to:

- entities cooperating in the field of domain registration, hosting services, SSL certificates, and payment processing;

- IT service providers, payment operators, accounting firms, law firms – strictly to the necessary extent;
- public authorities, where required by law or by a court order.

In justified cases, where such transfer is necessary for the performance of a contract between the User and the Service, data may be transferred outside the European Economic Area (EEA), subject to adequate safeguards in line with the GDPR. The User will be informed of such transfer when placing an order.

## §6. User Rights

The User has the right to:

- access their data and obtain a copy thereof,
- rectify their data,
- erase their data (“right to be forgotten”),
- restrict processing,
- transfer their data to another service provider,
- object to data processing (in particular for marketing purposes),
- withdraw consent at any time (without affecting the lawfulness of processing carried out before its withdrawal).

In connection with the processing of data, the User has the right to lodge a complaint with the President of the Polish Data Protection Authority (PUODO).

## §7. Data Security and NIS2

The Controller applies technical and organisational measures required under the GDPR and the NIS2 Directive, in particular:

- encryption of data transmission (SSL/TLS),
- access control and authentication systems,
- IT system monitoring and logging,
- regular data backups,
- testing and updating of security measures,
- incident reporting and handling procedures.

In the event of a security incident affecting data or services that may pose a high risk to the User's rights, the User will be informed without undue delay.

## §8. Verification of Domain Registration Data (NIS2)

In connection with the obligations imposed by the NIS2 Directive (Article 28) and the provisions of the Polish Act on the National Cybersecurity System, the Controller, as an entity providing domain registration services, has implemented the **Domain Registration Data Verification Policy**.

The purpose of the verification is to ensure that the registrant data of each registered domain is accurate, complete, and up to date.

The scope of verification includes in particular:

- first name and surname or the full company name,
- e-mail address,
- telephone number,
- correspondence address.

Verification is carried out in the following cases:

- upon every new domain registration,
- upon any change of the registrant's or domain owner's data,
- upon domain transfer involving a change of owner,
- periodically – at least once every 12 months,
- in the event of detected risk of inaccurate data (risk-based approach).

**Methods of verification:**

- confirmation of the e-mail address by clicking an activation link,
- verification of the telephone number via SMS code or voice call,
- in justified cases (high risk, request from the registry) – enhanced verification (KYC), including submission of a scan of an identity document or an extract from the business register.

Failure to successfully verify the data may result in the inability to activate the domain, suspension of its delegation, or, in extreme cases, deletion of the domain after prior notification to the User.

All activities related to the verification of domain registration data are carried out while maintaining the highest standards of personal data protection resulting from the GDPR.

**§9. Automated Decisions**

No automated decision-making, including profiling within the meaning of the GDPR, is carried out on the basis of the User's personal data.

**§10. Cookies**

The Service uses cookies to ensure proper operation and to improve the quality of services provided.

Types of cookies:

- Essential** (session and configuration cookies) – e.g. PHPSESSID, i\_cookie, i\_language, i\_settings, wordpress\_, wf, stripe – enabling the use of the Service and order placement;

•**Analytical** – e.g. `i_stats_*` – enabling analysis of how the Service is used and improving its performance (active only with the User's consent, opt-in mechanism).

Each User may manage cookies independently in their browser settings, including blocking or deleting them.

#### **§11. Amendments to the Privacy Policy**

The Controller reserves the right to amend this Policy in the event of changes to the law, technology, or the way the Service operates. The User will be notified of significant changes via the Service or by e-mail no later than 14 days before such changes come into effect.

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