

## TERMS OF SERVICE “AM Holding Group” (“Terms of Service”)

### I. General Provisions

1. This Regulation sets out the rules for the provision of IT and telecommunication services (“Services”) by:  
**AM HOLDING GROUP Sp. z o. o.**, with its registered office in Katowice, ul. Zabrska 17, 40-083 Katowice, entered into the National Court Register (KRS) under number **0001134961**, NIP **6343046944**, REGON **540013349** – hereinafter: the “Service Provider” or “AM Holding Group”.
2. This Regulation applies to all Service Agreements concluded with the Service Provider, unless the parties expressly agree otherwise in writing.
3. The Regulation is made available on the Service Provider’s website at <https://amhg.eu> in a manner enabling its downloading, saving and printing.
4. The use of the Services and the conclusion of an Agreement with the Service Provider constitute acceptance of the provisions of this Regulation.

### II. Definitions

For the purposes of this Regulation, the following terms shall mean:

1. **Service Provider / AM Holding Group** – the entity indicated in point I.1.
2. **Client** – a sole trader, legal entity or organisational unit with legal capacity that concludes an Agreement with the Service Provider and uses the Services.
3. **Consumer** – a natural person concluding an Agreement for purposes not related to their business or professional activity.
4. **Agreement** – a service agreement concluded between the Service Provider and the Client in written form, by e-mail, or through acceptance of an offer/service via the website.
5. **Services** – services provided by the Service Provider within the Service, under the terms defined in this Regulation.
6. **Price List** – a list of prices, hourly rates, packages or subscription fees for the Services, presented to the Client in an offer or on the website.
7. **AMHG Infrastructure** – hardware, software, virtual environments, network resources, data centres and other technical components used by the Service Provider to deliver the Services.
8. **Client Materials** – any data, files, configurations, backups and other information provided by the Client or generated on their behalf in connection with the use of the Services.
9. **Force Majeure** – an external event impossible to foresee or avoid, including war, riots, natural disasters, power outages, disruptions of the global Internet, large-scale DDoS attacks, decisions of public authorities.
10. **SLA** – the level of availability, response times and support rules agreed between the parties, as specified in the Agreement, annex or offer.
11. **Service** – the online service operated by the Service Provider at <https://amhg.eu> and related panels and systems used for ordering and managing the Services.
12. **Client Panel** – an electronic administrative panel or service management system provided to the Client, enabling management of Services, accesses, payments, support requests and Client data.

### III. Conclusion of the Agreement and Rules of Cooperation

1. The Agreement is concluded in particular through:
  - a. signing a written contract,
  - b. accepting an offer sent by e-mail,
  - c. confirming an order for Services submitted via a contact form or other channels indicated by the Service Provider.
2. Prior to concluding the Agreement, the Client receives:
  - a. a description of the Service,
  - b. technical conditions,
  - c. information on remuneration and duration,
  - d. if necessary — a draft Agreement and/or SLA.
3. The Client is obliged to provide true and up-to-date identification, contact and billing data. In case of any changes, the Client must notify the Service Provider no later than 7 days after such change occurs.
4. Services are provided online, via the Internet.
  - a. The Client must independently ensure:
  - b. devices and software necessary to use the Services,
  - c. up-to-date and supported software (including OS, web browser, email client, CMS and plugins),
  - d. stable and secure Internet access.The Service Provider is not liable for improper functioning of the Services caused by failure to meet these requirements by the Client.
5. The Service Provider may refuse to conclude the Agreement or begin providing Services if:
  - a. the Client has provided false or incomplete data and has not supplemented them upon request,
  - b. a previous agreement with the Client was terminated due to the Client's fault,
  - c. the Services would be used in a manner contrary to the law or the Terms.
6. The detailed scope of configuration, environments, accesses, user accounts and roles may be defined in project documentation, acceptance protocols or other operational arrangements between the Parties.
7. These Terms constitute a standard contract (template) within the meaning of the Civil Code and become binding on the Client from the moment of accepting the offer, placing an order, or starting to use the Services, unless the Parties agree otherwise in writing.
8. When the Agreement is concluded electronically (in particular via online forms, the client panel <https://my.amhg.eu/>, or online ordering systems), checking the box "Akceptuję Regulamin" ("I accept the Terms") is deemed confirmation of reading the Terms and concluding the Agreement on the conditions set forth herein.
9. If an order is placed online, the Agreement is concluded at the moment of:
  - a. confirmation of the order by the Service Provider via e-mail, or
  - b. making the Services available to the Client —whichever occurs first.
10. By placing an order and accepting the Terms, the Client declares that they have full legal capacity and the authority to conclude the Agreement on behalf of the represented entity (if applicable).

### IV. Scope of Services Provided by AM Holding Group

1. The Service Provider delivers professional IT, telecommunications and IT-infrastructure-related services to the Client, including in particular: provision of server resources and virtual environments, hosting services, system administration and maintenance, technical support, network security, cloud solutions, data-center services, integration services, and services related to the digital presence of businesses (including websites and assistance with deploying IT environments).

2. The detailed scope of a given Service, its technical parameters, configuration, limits, support level (SLA), backup responsibility, usage conditions and technical requirements are specified each time in:
  - a. the Agreement,
  - b. the offer accepted by the Client,
  - c. a technical appendix,
  - d. documentation provided to the Client or operational arrangements between the Parties.
3. Services may be delivered in subscription, project-based, hourly or on-demand models, as agreed by the Parties.
4. The Service Provider may use its own infrastructure, data-center infrastructure within or outside the EU, cloud solutions and subcontractors, while remaining responsible to the Client for proper provision of the Services unless the Agreement states otherwise.

## **V. Client's Obligations**

1. The Client undertakes to:
  - a. use the Services in accordance with the law, the Terms, and the Agreement;
  - b. refrain from providing content that is unlawful or infringes the rights of third parties;
  - c. refrain from using AMHG infrastructure for sending unsolicited commercial information (SPAM), network attacks, hacking attempts, cryptocurrency mining, etc.;
  - d. ensure the correctness and lawfulness of data processed using the Services;
  - e. make payments in a timely manner.
2. The Client is liable for any consequences arising from making passwords, SSH keys, VPN credentials or other access data provided by the Service Provider available to third parties.
3. When using the Services, the Client is required to use software versions that are supported by the software manufacturer.  
AM HOLDING GROUP shall not be liable for the Client's use of unsupported or outdated software, in particular for the security or stability of the provided Services.
4. The Client is required to regularly update software, including CMS systems, plugins, themes and components, ensuring the use of supported and secure versions only.  
If it is determined that the Client's environment poses a threat to the security of the Services, infrastructure or other Clients (e.g., due to lack of updates, security vulnerabilities, malware infection), the Service Provider is entitled to temporarily limit, block or suspend the Services until the threat is resolved.

## **VI. Remuneration and Payments**

1. The Services are payable unless expressly stated otherwise (e.g., pilot testing).
2. The amount of remuneration, the billing model (subscription, hourly rate, one-time project fee) and payment deadlines are defined in the Agreement or the offer accepted by the Client.
3. The basis for payment is:
  - a. Invoice – for services billed after they are performed. The default payment term is 14 days from the invoice date unless the Agreement states otherwise.
  - b. Pro forma invoice (advance payment / payment in advance) – for subscription, prepaid or advance-based Services. Payment must be made in advance within the deadline specified on the pro forma. Failure to pay the pro forma invoice on time or the inability to process a Subscription Payment results in cancellation of the order associated with that pro forma. Payments made are indivisible unless otherwise required by mandatory legal provisions.
4. Delay in payment may result in:
  - a. statutory interest for late payment,
  - b. limiting or temporarily suspending the Services after prior notice,
  - c. termination of the Agreement due to the Client's fault in the event of significant and prolonged arrears.

5. Termination of the Agreement due to reasons attributable to the Client does not entitle the Client to a refund for periods during which the Services were available or already performed.
6. For Agreements billed in settlement cycles (e.g., monthly, quarterly, yearly), subscription fees are due in advance for the entire settlement period.
7. Subject to mandatory legal provisions, especially those applicable to Consumers, subscription fees for the commenced settlement period are non-refundable in case of early termination by the Client, reduction of Services or their non-use, provided the Service Provider remained ready to deliver the Services.
8. If the Agreement is concluded for a fixed term, after its expiry it is automatically renewed for consecutive terms equal to the original one (e.g., subsequent 12 months), unless the Agreement provides otherwise.
9. The Client may object to the automatic renewal by submitting a written or electronic notice (e.g., e-mail) no later than 30 days before the end of the current term, unless the Agreement specifies another deadline. Failure to object within this deadline constitutes the Client's consent to renewal.
10. The Service Provider may change the Price List for valid reasons, in particular in the event of a significant increase in energy costs, data-center services, software licenses, salaries, telecommunications operator fees, or currency exchange rates.
11. The Client will be notified of a planned Price List change at least 30 days before its effective date, either by e-mail or via publication on the Service Provider's website.
12. The Price List change becomes binding for the Client from the beginning of the next settlement cycle. For periods prepaid in advance (e.g., 12 months), the change does not affect fees already paid.
13. A Client who does not accept the Price List change may terminate the Agreement with effect at the end of the current settlement cycle by submitting a written or electronic notice before the new Price List enters into force. Failure to submit such a notice constitutes acceptance of the new Price List.
14. Refunds are granted only if the provision of the Service proved impossible due solely to the Service Provider's fault or — in the case of domain services — due to the registry's refusal to register the domain. No refund is provided if the Service was duly performed, available for use, or if problems resulted from the Client's actions, omissions or configuration.

## **VII. Intellectual Property Rights**

1. • All intellectual property rights to:
  - proprietary system configurations,
  - scripts, automations, templates, documentation,
  - source code created by AMHG— belong to the Service Provider unless the Agreement states otherwise.
2. The Client receives a non-exclusive license to use the work results solely to the extent necessary to use the Services in accordance with their intended purpose and the Agreement.
3. For custom software development, websites or integrations, the scope of transferred copyrights or the granted license is determined by a separate individual Agreement.



## VIII. Client Content, Hosting and Restrictions (DSA / Security)

1. As part of hosting, VDS, Linux servers, colocation or website services, the Client may store and make available content ("Client Materials").
2. The Client must ensure that the Materials:
  - a. do not violate Polish or EU law, nor the rights of third parties,
  - b. do not promote hatred, violence or contain harmful or illegal content,
  - c. do not contain malware or content that threatens system security.
3. The Service Provider has no general obligation to monitor Client content; however, in case of:
  - a. a credible notice of infringement, or
  - b. an official notification from an authority —the Service Provider may block access to the indicated content or Services, in accordance with applicable law (including Regulation (EU) 2022/2065 — DSA).
4. Any person may report potentially illegal or Terms-violating content by sending a notification to **feedback@amhg.eu**, which should include:
  - a. a description of why the content is considered illegal or infringing,
  - b. the exact location (URL, service, host name, etc.),
  - c. contact details of the notifier (if possible),
  - d. a statement of good faith.
5. The Service Provider reviews notifications within a reasonable time and may:
  - a. remove or block access to the content,
  - b. request explanations from the Client,
  - c. in the case of severe or repeated violations — terminate the Agreement.
6. It is prohibited to use the Services for:
  - a. sending SPAM,
  - b. mass attacks, network scanning, password cracking,
  - c. cryptocurrency mining on AMHG infrastructure without written consent,
  - d. actions that threaten public security or may constitute a criminal offense.

## IX. Service Provider's Liability

1. The Service Provider is liable for non-performance or improper performance of the Services in accordance with applicable law and the Agreement.
2. Subject to mandatory provisions of law, the Service Provider's liability towards a Client who is an entrepreneur is limited to:
  - a. the amount of actual damage (excluding loss of profit),
  - b. the total net remuneration received from the Client for the given Service during the 12 months preceding the event causing the damage.
3. The Service Provider shall not be liable for:
  - a. damage resulting from incorrect system configuration by the Client or third parties,
  - b. damage caused by the Client's actions contrary to the Service Provider's recommendations,
  - c. loss of data resulting from the Client's failure to perform its own backups, unless the Agreement explicitly assigns backup responsibility to the Service Provider,
  - d. consequences of force majeure events.
4. The above limitations of liability do not apply to Consumers where this would be contrary to mandatory legal provisions.
5. The Service Provider may entrust part or all of the Services to subcontractors, while remaining fully liable towards the Client for their acts and omissions as for its own. The use of subcontractors does not constitute a change to the Agreement and does not require separate consent from the Client unless the Agreement states otherwise.
6. Where provision of the Services involves processing personal data, the Service Provider may use subcontractors as sub-processors only in accordance with the personal data processing agreement and applicable law, in particular GDPR. A current list of sub-processors may be made available to the Client upon request.

## X. Personal Data and GDPR

1. The controller of the personal data of the Client and the Client's contact persons is **AM HOLDING GROUP Sp. z o.o.**
2. Personal data is processed in accordance with:
  - a. Regulation (EU) 2016/679 (GDPR),
  - b. the Personal Data Protection Act,
  - c. the AM Holding Group Privacy Policy available on the website.
3. Where the Services involve data processing on behalf of the Client (e.g. hosting, VDS, backup, migrations, remote administration), the parties shall conclude a separate data processing agreement.
4. Detailed information on the scope, purposes and legal basis of processing is set out in the Privacy Policy.

## XI. Default SLA (Service Level Agreement)

1. This section defines the default availability level, response times and maintenance rules for the Services, where the Parties have not agreed different terms in the Agreement or an individual SLA.
2. Where the terms for a given service so provide, AM Holding Group guarantees the Availability of that service during the paid Subscription Period in which the service is active, at the level of **99.9%** over that period.  
If, during the paid Subscription Period, service interruptions occur and their total duration exceeds the maximum permissible downtime, AM Holding Group, after positively reviewing the Client's complaint, undertakes to extend the Subscription Period of the service by **2 days for each commenced 24 hours** of total downtime.  
For Clients who are not Consumers, AM Holding Group shall not bear any other liability for service Availability beyond the above.
3. **Response times.**
  - For critical tickets (complete unavailability of services): response time is up to 4 hours from receipt of the ticket.
  - For standard tickets: response time is up to 24 hours from receipt of the ticket.

Response time is not the same as time to resolution, which depends on the nature of the problem.  
The above Availability parameters and response times apply unless an individual Agreement, offer, service package or dedicated SLA defines different or more detailed values. In case of discrepancies, the following order of precedence applies:

  - a. individual Agreement,
  - b. offer or service package,
  - c. these Terms.
4. **Support availability:**
  - critical tickets: 24/7,
  - standard tickets: business days, 9:00–17:00 (CET), unless a broader scope is provided in the offer or Agreement.
5. **Maintenance windows.**

The Service Provider may perform maintenance work, infrastructure upgrades and software updates between 22:00 and 6:00 (CET). For planned work causing service downtime, the Client will be notified at least 24 hours in advance, unless urgent work is required for security or system stability reasons.
6. **Compensation for unavailability.**

If, for reasons attributable to the Service Provider, the monthly availability of the Services falls below the level specified in point 2, the Client is entitled to a service credit of **5% of the monthly subscription fee for each full 1 percentage point of unavailability below the guaranteed level**, up to a maximum of 50% of the fee for that month.
7. The credit is granted only upon a written request submitted by the Client within 14 days after the end of the month in which the unavailability occurred. Failure to submit a request within this period constitutes a waiver of claims arising from unavailability.
8. Granting the credit referred to in point 6 constitutes full and exclusive satisfaction of the Client's claims for unavailability of the Services and excludes further compensation beyond the amount of that credit, subject to mandatory legal provisions.

9. Higher or individually negotiated availability guarantees may be agreed only in written or electronic form in a separate SLA document constituting part of the Agreement.

## **XII. Complaints**

1. The Client has the right to lodge a complaint regarding the manner in which the Services are provided.
2. The complaint should include:
  - a. the Client's identifying data,
  - b. indication of the Service concerned,
  - c. description of the issue,
  - d. the expected method of resolution.
3. Complaints should be sent to **feedback@amhg.eu** or to the Service Provider's registered office address.
4. The Service Provider shall review the complaint and respond within 14 days of receipt, unless the Agreement provides for a shorter period.

## **XIII. Term of the Agreement and Termination**

1. The Agreement may be concluded:
  - a. for a fixed term (e.g. project, 12-month subscription),
  - b. for an indefinite term with the possibility of termination.
2. Unless the Agreement or offer states otherwise, an Agreement concluded for an indefinite term may be terminated by either Party with 1 month's notice, effective at the end of a calendar month.
3. For subscription services, the notice period is 1 month unless a longer period is specified in the Agreement. Termination becomes effective at the end of the current billing cycle.
4. The Service Provider may terminate the Agreement with immediate effect in particular if:
  - a. the Client grossly violates the Terms or the law,
  - b. the Client is in payment arrears and fails to settle them despite a reminder,
  - c. the Services are used in a way that threatens the security of systems, other Clients or third parties.
5. Upon termination or expiry of the Agreement, provision of the Services is stopped and the Client's accounts, services and resources may be blocked. The Service Provider will retain the Client Materials for 30 days from the termination/expiry date, unless the Agreement or offer specifies otherwise.
6. During this period, the Client, after settling all due payments, has the right either to download the Client Materials on its own or to order a paid data migration service from the Service Provider based on a separate offer.
7. After the period referred to in point 5, the Service Provider is entitled to permanently delete the Client Materials and configurations related to the Services without further notice and shall not be liable for the consequences of such deletion, subject to mandatory legal provisions.
8. The Service Provider is not obliged to provide migration services for the Client's systems, data or configurations to another provider after termination of the Agreement, unless otherwise agreed separately. Such migration services are provided as separately payable services in accordance with the Price List or an individual quotation.
9. Where domain names are registered or maintained via the Service Provider, after termination or expiry of the Agreement the Service Provider is not obliged to continue DNS, hosting or renewals for such domains, unless otherwise agreed separately.
10. Upon the Client's request submitted within the period referred to in point 5, and after settlement of all outstanding payments, the Service Provider will provide the Client with the necessary data (in particular authorisation codes such as AUTHINFO) to transfer the domain to another registrar.

11. The Service Provider is entitled to issue a warning to the Client, limit access, block selected functions or suspend the provision of the Services. In case of repeated violations, the Service Provider may terminate the Agreement with immediate effect.

#### **XIV. Amendments to the Terms**

1. • The Service Provider reserves the right to amend the Terms for valid reasons, in particular due to:
  - changes in legal regulations,
  - technical changes in the way the Services are provided,
  - expansion or modification of the Service offering.
2. Information about amendments to the Terms will be published on the Service Provider's website and, for Clients with active Agreements, may also be sent to the e-mail address provided by the Client.
3. Amendments become effective upon expiry of the period specified in the notice (usually 14 days from publication), unless a different period is required by law.
4. If the Client does not accept the amendments, the Client may terminate the Agreement within the period indicated in the notice. Continued use of the Services after the amendments enter into force constitutes acceptance of the amended Terms.

#### **XV. Final Provisions**

1. In matters not regulated by the Terms or the Agreement, Polish law shall apply, in particular the Civil Code, GDPR and other relevant national and EU legal acts.
2. Any disputes arising out of or in connection with the Agreement or the Terms shall be resolved by the common court having jurisdiction over the registered office of the Service Provider, subject to mandatory provisions applicable to Consumers.
3. The Terms do not exclude or limit any Consumer rights arising from mandatory provisions of law.
4. The current version of the Terms is available on the Service Provider's website.
5. In the event of the Terms being drawn up in multiple language versions, the Polish version shall prevail.