

CloudFlare Services Delivery Regulations

§ 1 General provisions

1. These Regulations and CloudFlare Regulations available on <https://www.cloudflare.com/terms> regulates provision of CloudFlare services by ATM joint stock company with its registered office in Warsaw at Grochowska 21a St., entered into the National Court Register – Register of Entrepreneurs of the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under the number KRS 0000034947 (hereinafter: "ATM").
2. The Service is addressed exclusively to entrepreneurs, within the meaning of Article 43¹ of the Polish Civil Code, i.e. entities entered in registers stipulated by law and having Tax Identification Numbers (NIP) and Statistical Identification Numbers (REGON).
3. ATM provides CloudFlare Services under a partnership agreement for cooperation with CloudFlare Inc., San Francisco, CA, USA.
4. These Regulations are available at ATM's head office and on the website <https://www.atman.eu>.
5. A specification of the Services, the procedure for ordering and prices are available on the website <https://www.atman.pl>.
6. The User is authorized to manage the service independently through the CloudFlare administration panel available on the website <https://www.cloudflare.com>, and in relation to payments through the administration panel on the website <https://www.atman.pl>.
7. If a CloudFlare service is ordered and purchased directly from the CloudFlare administration panel, the User accepts that such service will be provided exclusively by CloudFlare Inc., not by ATM, and thus the provisions of these Regulations will not apply.
8. ATM processes personal data to an extent necessary for provision of the service, and transfers or entrusts their processing to CloudFlare Inc. to an extent necessary for the proper and due performance of the Service on the basis of an EU Data Processing Addendum (DPA) agreement between those firms.

§ 2 Conclusion and termination of the agreement

1. A condition for the use of the Service is registration, consisting in the provision of true information on the User, in particular the company name, address, Tax Identification Number (NIP), and configuration of the Service in accordance with its intended purpose.
2. In the case of a change in the information provided at registration, the User shall immediately update such information. All correspondence sent to the User to the last given address shall be deemed to be delivered properly.
3. The agreement on the provision of the Service is concluded for a definite or indefinite period, depending on the content of the declaration submitted by the User during the Service purchase procedure.
4. The frequency of payment of fees for the Service shall be determined by the User during the Service purchase procedure, by selecting available options ("Billing Period").
5. ATM shall issue in advance for the individual billing periods a pro-forma invoice with a 14-day due date counted from the date of invoice issuance. The User shall pay amounts due by using the online payment system indicated by ATM or by a bank transfer to a bank account indicated in the pro-forma invoice. After the User makes a payment, ATM shall issue and provide to the User a VAT invoice for the purchased Service.
6. The payment date shall be the date funds are credited to the ATM account.
7. VAT invoices and pro forma invoices will be delivered to the User exclusively in electronic form, by the sending of notification to the User's indicated e-mail address that an invoice is available on a portal made available by ATM to customers for the Service. In accepting these Regulations, the User consents to the delivery of invoices by electronic means.
8. The agreement shall be concluded after the User submits a declaration of acceptance of the Regulations, makes a payment for the first billing period and ATM configures the Service.
9. If the User fails to make a payment for the Service within the period specified in the pro-forma invoice, the Service shall be disabled.
10. If the Agreement is concluded for an indefinite period, the Agreement shall be terminated if the User fails to pay a pro-forma invoice covering the amount due for the provision of the Service for the next billing period – at the end of the current billing period.
11. In relation to agreements on provision of the Service concluded for a definite period, after the elapse of the period of the agreement they are automatically extended for a further amount of time as indicated by the User at the time of purchase of the Service, unless a party intending to make changes to the period of the agreement or to terminate it notifies the other party (in writing, by e-mail or by submitting a notice at the Customer Service Office) of that fact by 14 days prior to the elapse of the period of the agreement concluded for a definite period.
12. The agreement concluded for a definite period may be terminated, subject to clauses 2.15 and 2.16:
 - a. upon mutual agreement of the parties, or
 - b. in the case of a payment by the party requesting its termination to the other party of damages in the amount of total remuneration in respect of fees that would have been payable until the end of the agreement concluded for a definite period, if the agreement had not been terminated early.
13. ATM shall have the right to terminate the Agreement without notice if:
 - a. the User fails to pay fees owed to ATM for the provision of the Service, within the period specified in the pro-forma invoice;
 - b. the User violates the provisions of these Regulations;
 - c. the agreement between ATM and CloudFlare Inc. will be terminated.

14. The User shall have the right to terminate the Agreement without notice if:
 - a. the Service is not activated within a specified period, despite the fact that the User fulfilled all obligations under the Terms and Conditions related to the service activation procedure,
 - b. ATM grossly violates the provisions of the Regulations,
 - c. there is a continuous break in the provision of the Service lasting more than 5 days due to the fault of ATM. Interruptions to the provision of Services for reasons arising on CloudFlare Inc.'s side shall not be deemed to be due to the fault of ATM.
15. Statements of agreement termination with notice, agreement termination without notice or a lack of will to continue the agreement may be submitted in writing or by electronic mail to the e-mail address specified by ATM. The User may withdraw from the Service also by submitting a statement to the Customer Service Office.

§ 3 Liability

1. ATM reserves the right to use tools that will secure against violation of the provisions of the Terms and Conditions.
2. ATM shall not be liable for:
 - a. damage caused by improper use by the User of the Service or a use that is inconsistent with the provisions of the Regulations;
 - b. any problems in the functioning of the Service, if resulting from events which ATM could not with due diligence have foreseen or which it could not have prevented, in particular in case of problems with the functioning of the service on CloudFlare's side.
 - c. incorrect configuration of the parameters of the service by the User and management of the service from the CloudFlare Inc. administration panel.

§ 4 Complaints

1. The User may lodge a complaint concerning non-performance or undue performance of the Agreement, the time of the start of provision of Services or incorrect calculation of amounts due for provision of services, sending it in writing to the address of ATM's head office or to the e-mail address eco@eco.atman.pl, or by making it verbally into an official record, in writing or by telephone or using other means of remote communication indicated by ATM, provided that this is not hindered by technical possibilities.
2. The complaint may be lodged within 12 months from the last day of the settlement period during which the interruption in the Service provisioning ended, or from the day on which the Service was inadequately performed or was to be performed, or from the day of delivery of the invoice containing improper calculation of fees for telecommunication services. A complaint lodged after that deadline shall be left without investigation, of which ATM shall notify the User immediately. The date of lodging the complaint is defined as the day on which ATM receives the information containing the complaint.
3. A complaint shall include:
 - a. full name and address of residence or the registered office of the User (the Complaining Party);
 - b. specification of the subject matter of the complaint and the period complained about;
 - c. presentation of circumstances that justify the complaint;
 - d. Agreement number assigned to the Complaining Party to which the complaint applies, the User's record number or the network end-point address;
 - e. date of entering into the Agreement and the time of the Service provisioning set forth therein – in the case of a complaint regarding the failure to meet the time of the Service provisioning by ATM fault;
 - f. amount of compensation or any other liabilities resulting from the Agreement or from provisions of the law – should the Complaining Party demand their payment;
 - g. bank account number or address appropriate for the payment of compensation or any other liability, or the request for their set off against future payments;
 - h. signature of the Complaining Party – should the complaint be lodged in writing.
4. If the complaint is lodged in person by the User, in writing or verbally for the record, the authorized person is obliged to immediately confirm its receipt. If the complaint is lodged in writing by a letter, by telephone or in electronic form using remote communication means, ATM confirms its receipt within 14 days from the date of its lodging, unless it replies to the complaint before the lapse of that deadline. Confirmation of complaint receipt states the date of its lodging and the name, address and the correct telephone number of the ATM unit.
5. If the complaint lodged verbally or in writing to ATM does not meet the conditions set forth in section 3 above, the authorized person representing ATM who receives the complaint shall be obliged – if he/she deems this necessary for proper investigation of the complaint – to immediately inform the User of the need to supplement it. A non-supplemented complaint shall be left without examination.
6. In the case where the complaint lodged in a manner other than indicated in section 5 above does not meet the conditions set forth in section 3 above, ATM, if it deems this necessary for proper investigation of the complaint, immediately calls the User to supplement it, stating a deadline not shorter than 7 days and the scope of that supplement, and informs that if the complaint is not supplemented within the set time, it shall be left without examination. Upon ineffective lapse of the designated date, the complaint shall be left without examination.
7. ATM is obliged to investigate the complaint within 30 days from the date it is lodged. The investigation of complaint is defined as a reply to the complaint sent by ATM to the User before the lapse of that deadline. In the event the complaint is not investigated within 30 days from the date of its lodging, it is deemed accepted.

8. Reply to the complaint shall include:
 - a. name of the ATM unit investigating the complaint,
 - b. information on the date of lodging the complaint,
 - c. decision on the acknowledgement or refusal to acknowledge the complaint,
 - d. if compensation or refund of other liability is awarded – specification of the amount and the date for its payment or refund, or indication that the amount of compensation or other liability shall be set off against future payments,
 - e. information on the exhaustion of the complaint procedure and on the right to pursue claims under court proceedings,
 - f. data identifying the authorized employee of ATM, including first name, family name and position held
9. If the acknowledgement of the complaint is refused in whole or in part, the reply to the complaint should also include factual and legal justification and should be delivered to the User by registered letter – in case where the reply is given in writing.
10. ATM confirms the receipt of complaint and replies to it in writing.
11. Upon the approval of the User, given in the complaint, in the Communications Service Delivery Agreement or in a separate statement, ATM confirms the receipt of complaint and replies to it in electronic form, to the given address of electronic mail or using another means for electronic communication, indicated by the User.
12. If the complaint is lodged in electronic form, using electronic communication means, ATM confirms the receipt of complaint and replies to it in electronic form, to the given address of electronic mail or using another means for electronic communication, indicated by the User. If the User does not indicate an electronic mail address or another means for electronic communication, ATM confirms the receipt of complaint and replies to it to the address of electronic mail from which the complaint was sent, or using the means for electronic communication which was used by the User to lodge the complaint.
13. If the reply to the complaint sent by ATM was not delivered to the User, upon the User's demand ATM shall immediately re-send that reply, its duplicate or copy. The User, in agreement with the Operator, determines the manner, form and shape in which the reply to the complaint, its duplicate or copy is to be delivered. At the request of the User, in the event of refusal to acknowledge the complaint in whole or in part, ATM re-sends the reply to the complaint, its duplicate or copy by registered mail, regardless of the form in which the original reply to the complaint had been sent. ATM shall not be obliged to re-send the reply to the complaint, its duplicate or copy to the User, if the circumstances of the case clearly indicate that the response to the complaint had been delivered to the User.

§ 5 Final provisions

1. ATM reserves the right to make amendments to the Regulations to the extent allowed by law. Amendments shall come into effect 14 days after being published on the website. ATM shall notify the User of the wording of a proposed amendment at least one month before the changes come into effect.
2. If the Regulations are amended, the User shall have the right not to accept the amendments made, and in such a case the User shall notify the same to ATM in writing up to the day on which the amendments come into effect. In such a case the agreement shall be terminated at the end of the billing period in which ATM received from the User the information on a lack of acceptance of amendments.
3. The law applicable to all legal relations arising from these Terms and Conditions shall be the Polish law. All disputes shall be settled by the court having jurisdiction over the registered office of ATM.
4. The User may not transfer to third parties the rights and obligations under the agreement without the consent of ATM.
5. ATM shall have the right to disclose the User's name in advertising and marketing materials and in reference lists of ATM.
6. Any matters not regulated by the Terms and Conditions shall be governed by relevant provisions of the law.
7. The present document is a translation of the Polish version of the Terms and Conditions, which constitutes the only binding version of the agreement. In the event of any discrepancies, the Polish version shall prevail.

version 1.0.