

End-user licence agreement (EULA)

Terms for using LiberUp computer programs, including activation, devices, updates and licence termination.

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Effective date: [EFFECTIVE DATE TO BE COMPLETED]

DRAFT: this document contains marked company-data placeholders and requires final legal review. Before publication, confirm that technical requirements and third-party component notices are supplied with every Product.

1. Licensor and acceptance

The licensor is LIBERUP SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, with its registered office at UL. OZORKOWSKA 13A , 95-100 ZGIERZ, NIP: 7322232375, KRS: 0001262265, referred to as “LiberUp” or the “Licensor”. Contact: general@liberup.pl.

This EULA is an agreement between the Licensor and the individual or organisation whose Account receives a Licence. Installing, activating or using a Product constitutes acceptance where the EULA was made available before acquisition. The offer, LiberUp Terms and recorded Order parameters also govern the commercial terms.

A User who does not accept this EULA should not install or run the Product and should use any remedy available under the Terms or applicable law.

2. Definitions

- Product – a LiberUp computer program with supplied documentation and updates.
- Licence – a non-exclusive right to use a Product within this EULA and the purchase parameters.
- Perpetual Licence – a Licence with no specified end date, covering the acquired Product version and updates required by law or expressly included in the offer.
- Subscription – a Licence valid for the paid term stated in the offer.
- Seat – a unit of Licence scope affecting the permitted number of Users or devices under the offer.
- Device – a computer or supported environment recognised by Product activation.
- Account – the LiberUp account to which a Licence is assigned.

3. Licence grant

After valid acquisition, LiberUp grants a limited, non-exclusive and—subject to mandatory law—non-transferable Licence to install, run and use the Product for its intended purpose in accordance with documentation, seats and the device limit.

No copyright, source code, trade mark or other intellectual-property ownership is sold. Rights not expressly granted remain with the Licensor or relevant third party.

Sales are currently made in Poland. The EULA does not geographically restrict lawful use unless the offer, export or sanctions rules, or other applicable law provides otherwise.

4. Licence type, term and scope

The Product, plan, Licence type, term, seats, device limit and price are shown before purchase and recorded with the Order. A bundle may create a separate entitlement for each included Product under the bundle terms.

A Perpetual Licence covers the purchased version without a fixed end date. It does not automatically include every future major version, feature, hosted service or support unless the offer says so.

A Subscription operates only for the paid term and currently does not renew automatically. Expiry does not delete locally stored User data, but may prevent launch, updates or functions requiring an active Licence.

5. Seats, devices and activation

A Product may require login, a licence key and online activation. The device limit is currently global and multiplied by purchased seats; its exact value is recorded for the Order. Future Product-specific limits do not retrospectively change acquired parameters.

The User may activate only devices under the control of the User or licensee organisation. Concurrent use must stay within the purchased scope. Devices can be removed or reset under the Account rules; anti-abuse controls may temporarily limit resets.

An active application may receive a signed, device-bound offline grant valid for no more than 72 hours and never beyond Licence expiry. A further online check may then be required.

6. Permitted copies and organisational use

The User may make an installation or backup copy where necessary for lawful use. It does not add seats or devices and cannot operate as an independent Licence.

An organisation's Licence may be used by its employees and contractors acting for it, within the purchased scope. The organisation must inform them of this EULA and secure the Account and key.

7. Restrictions

Without a lawful basis, Users must not share a key or Account with unauthorised persons, exceed seats or device limits, bypass activation or security, distribute unauthorised copies, rent the Product, provide third-party access services based on it, or remove rights notices.

Modification, translation, decompilation, disassembly and reverse engineering are prohibited except where expressly allowed by this EULA or mandatory law. The Product must not be used to violate law, third-party rights or system security.

8. Mandatory software-user rights

Nothing restricts acts that cannot validly be prohibited by contract. This includes a necessary backup copy, observation, study or testing of a lawfully used program, and obtaining information indispensable for interoperability of an independently created program, solely where every statutory condition is met.

Interoperability information must not be used for other purposes, disclosed beyond what is necessary, or used to create or distribute a substantially similar program or otherwise infringe copyright.

9. Updates and versions

LiberUp may provide fixes, security updates and new versions. An update may replace a previous version and remains subject to this EULA unless separate terms are presented before installation.

Users should install necessary security and conformity updates within a reasonable time. LiberUp provides legally required information about consequences of non-installation. Failure to install limits LiberUp's responsibility only where law permits.

10. Third-party components

A Product may contain third-party libraries, components or materials under their own licences. Applicable notices and licence texts are supplied with the Product or documentation. Conflicting third-party terms prevail only for that component.

This EULA does not restrict rights granted directly by an open-source or other third-party component licence.

11. User data and local operation

Users retain rights in their files and input. They grant LiberUp only the permissions technically necessary for functions they knowingly request, where any such processing occurs.

Under the current model, LiberUp JPK_VAT processes JPK files locally on the User's device and does not upload their contents to LiberUp. Account, activation and diagnostic data are handled under the Privacy policy. Users are responsible for backups and checking results before use.

12. Intellectual property and feedback

The Product, code, interface, documentation and marks are protected. This EULA grants no right to use LiberUp names or marks beyond identifying a lawfully used Product.

Voluntary feedback does not transfer rights in User materials. LiberUp may use the underlying idea or feedback free of charge to improve Products, provided this does not include confidential data or a protected User work without separate permission.

13. Suspension, expiry and termination

A Licence ends when a paid Subscription expires, a withdrawal or refund covering the Product takes effect, Account deletion results in revocation, or another contractual or legal ground applies.

LiberUp may suspend or revoke a Licence for material breach, fraud, unlawful sharing, security bypass, payment reversal, security risk or authority order. A curable breach normally receives a reasonable cure period unless immediate action is necessary.

After termination, the User stops using and deletes copies unless another valid entitlement or mandatory law permits retention. Accrued rights, Consumer remedies and provisions intended to survive remain unaffected.

14. Product conformity, support and liability

LiberUp remains responsible to Consumers and qualifying consumer-like sole traders for digital-content conformity under mandatory law. This EULA excludes no statutory repair, price reduction, termination or other remedy.

Support scope, technical requirements and compatibility follow the offer or Product documentation. Users are responsible for a compatible secure environment, lawful input and checking results, especially before submitting documents to public authorities.

For other business customers, lost-profit liability is excluded and aggregate liability for a Licence is capped at the price paid for it during the preceding 12 months. This does not apply to intentional harm or liability that cannot legally be limited.

15. Licence transfer

The User must not voluntarily transfer, resell or sublicense a Licence or Account unless LiberUp agrees or mandatory law grants that right. Where transfer is legally permitted, the existing user must meet its conditions, including ceasing use and deleting retained copies.

The User should contact LiberUp to securely reassign an entitlement to another Account. This technical process does not restrict statutory rights.

16. Amendments, governing law and contact

Each EULA version has a number and effective date. The version accepted at purchase or installation applies to that Licence. Continuous-service terms may change only for a valid reason and with legally required notice; statutory remedies remain unaffected.

Polish law applies subject to mandatory Consumer protection. Polish is the source version, but translation differences do not reduce rights granted by applicable law.

Licence questions: general@liberup.pl. Complaints: contact@liberup.pl. Correspondence: UL. OZORKOWSKA 13A , 95-100 ZGIERZ.

Related documents in this version

[LiberUp terms of service — PDF](#) · [Privacy policy — PDF](#) · [Cookie policy — PDF](#) · [Complaints and withdrawal — PDF](#) · [Accessibility information — PDF](#)

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