

Complaints and contract withdrawal

How to report LiberUp issues, digital-content conformity remedies and withdrawal from a distance contract.

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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 the production version is approved.

1. Seller and scope

The seller and service provider is LIBERUP SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, UL. OZORKOWSKA 13A , 95-100 ZGIERZ, NIP: 7322232375, KRS: 0001262265, referred to as “LiberUp”. Complaints and withdrawal statements should be sent to contact@liberup.pl or UL. OZORKOWSKA 13A , 95-100 ZGIERZ.

This document covers statutory digital-content and digital-service complaints, voluntary technical support and withdrawal from contracts made through LiberUp. It does not limit mandatory rights.

2. Who receives Consumer rights

Consumer rights apply to an individual acting outside their trade, business or profession. Where Polish law provides, they also apply to an individual entering a business-related contract that is not professional in nature for that person.

Other business customers may submit complaints under the contract, EULA, Terms and applicable law, but do not automatically receive remedies reserved for Consumers.

3. Technical support and complaints

Technical support diagnoses setup, installation, activation or use. A complaint asserts non-performance or lack of contractual conformity. No special subject line is required: LiberUp assesses the substance and does not reject a complaint solely because of its form.

Using support, a voluntary warranty or another procedure does not exclude LiberUp's statutory responsibility as seller.

4. Submitting a complaint

Send a complaint electronically to contact@liberup.pl, in writing to UL. OZORKOWSKA 13A , 95-100 ZGIERZ, or by another legally effective method.

To speed up handling, identify the User and purchase, Product, Order or Licence, issue, date, environment and requested remedy. Proof of purchase helps identify the case, but the absence of a particular document does not by itself remove a Consumer's complaint rights.

Never send passwords, full private keys, payment credentials or JPK files containing third-party data unless LiberUp expressly provides a secure and necessary method.

5. Diagnosis and data security

LiberUp may request a Product and system version, error text, anonymised screenshot, device identifier or diagnostic log where necessary. Requested data should be proportionate.

JPk files are currently processed locally. If a sample is exceptionally necessary, first remove personal data and trade secrets or agree a secure process with LiberUp. Complaint data is handled under the Privacy policy.

6. Digital-content or service conformity

LiberUp is responsible to Consumers for contractual conformity, including description, functionality, compatibility, interoperability, security and public statements to the extent required by law and the offer.

A Consumer may request that content or a digital service be brought into conformity. LiberUp may refuse only where this is impossible or would impose disproportionate costs under applicable law. Conformity is restored free of charge, within a reasonable time and without significant inconvenience.

A Consumer may request a price reduction or terminate where statutory conditions apply, including where conformity is impossible, was not properly restored, the issue persists or is sufficiently serious, or circumstances show that LiberUp will not restore conformity appropriately.

7. Complaint handling

LiberUp confirms receipt on a durable medium where required. Necessary diagnostic details may be requested, but missing non-mandatory information does not automatically invalidate a complaint.

LiberUp responds to a Consumer complaint within 14 days of receipt unless mandatory law provides another deadline or consequence. The response is delivered on paper or another durable medium, normally email.

An accepted remedy is performed within the legally required period. Refunds following a price reduction or conformity-based termination are made promptly within the statutory deadline using the original payment method unless the Consumer agrees to a free alternative.

8. Withdrawal from a distance contract

Consumers and qualifying consumer-like sole traders can generally withdraw from a distance contract without giving a reason within 14 days of conclusion. Sending a clear statement before the deadline is sufficient.

If LiberUp fails to provide required withdrawal information, the period may be extended by law. Proper later notice starts the applicable additional statutory period.

No-fault withdrawal is separate from a conformity complaint. LiberUp assesses the actual purpose of the User's statement.

9. Digital content supplied within 14 days

For paid digital content not supplied on a tangible medium, withdrawal rights can expire only when all statutory requirements are met: supply begins with prior express consent, the Consumer is informed and acknowledges loss of the right, and the required contract confirmation is supplied on a durable medium.

Accepting the Terms, paying, automatic Licence assignment or downloading an installer does not replace the separate statutory consent and acknowledgement.

LiberUp checkout separately collects express consent to early supply and acknowledgement of the loss of the withdrawal right. The wording, version, language and time of both statements are recorded against the Order.

The right can expire only after every other statutory requirement is also met, including delivery of the required confirmation on a durable medium.

10. How to withdraw

Send the statement to contact@liberup.pl or UL. OZORKOWSKA 13A , 95-100 ZGIERZ. The model below is optional. The statement must clearly express withdrawal and identify the relevant contract.

After effective withdrawal LiberUp blocks or revokes the covered Licence and access. The User should stop using and delete digital-content copies, subject to rights in User data and mandatory law.

11. Effects and refund

Effective withdrawal treats the contract as not concluded. LiberUp refunds payments promptly and no later than 14 days after receipt, using the original method unless the Consumer agrees to a free alternative.

Related entitlements and ancillary contracts end as required by law. For bundles or multi-item Orders, scope depends on the statement, divisibility and applicable law.

A Przelewy24 or Stripe refund may require technical processing after LiberUp submits it, without extending the seller's statutory deadline. Chargeback is separate and does not replace a complaint or withdrawal.

12. Model withdrawal form

To: LIBERUP SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, UL. OZORKOWSKA 13A , 95-100 ZGIERZ, email: contact@liberup.pl.

I/We hereby give notice that I/We withdraw from the contract for the following Product, Licence or service: [PRODUCT / PLAN].

- Order number: [ORDER NUMBER].
- Contract date: [DATE].
- Name of Consumer(s): [DETAILS].
- Address and Account email: [DETAILS].
- Statement date: [DATE].
- Signature—only for a paper form: [SIGNATURE].

13. Alternative dispute resolution

After the complaint process, a Consumer may seek free help from a local consumer ombudsman, consumer organisation or the competent Trade Inspection authority and use an appropriate consumer ADR entity.

LiberUp's participation in a particular ADR process depends on applicable law and any consent required for that process. The EU ODR platform has been discontinued and is not listed as a complaint channel.

ADR does not remove the right to bring a claim before the competent court.

Related documents in this version

[LiberUp terms of service — PDF](#) · [Privacy policy — PDF](#) · [Cookie policy — PDF](#) · [End-user licence agreement — PDF](#) · [Accessibility information — PDF](#)

