

# LiberUp terms of service

Terms for electronic services, user accounts and the sale of LiberUp software and digital licences.

Version: 1.0-draft | Updated: 2026-08-31

Effective date: [EFFECTIVE DATE TO BE COMPLETED]

DRAFT: this document contains marked company-data placeholders and requires final legal review. It must not take effect before those details are completed and the production version is formally approved.

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## 1. General provisions and service provider

The service provider and seller is LIBERUP SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, with its registered office at UL. OZORKOWSKA 13A , 95-100 ZGIERZ, NIP: 7322232375, REGON: 54553560900000, KRS: 0001262265, share capital: 5000zł, referred to as “LiberUp” or the “Provider”. General contact: [general@liberup.pl](mailto:general@liberup.pl).

These Terms govern the LiberUp website, Account, Library, Products, Licences, one-time purchases and subscriptions. Sales are currently limited to Polska.

The Terms are made available free of charge before a contract is concluded in a form that can be saved and reproduced.

## 2. Definitions

- User – an individual or organisation using LiberUp.
- Consumer – an individual acting outside their trade, business or profession.
- Consumer-like sole trader – an individual entering a business-related contract that is not professional in nature for that person, where Polish law grants consumer rights.
- Account – the User's individual, credential-protected profile.
- Product – software, a software bundle or a related digital service in the offer.
- Licence – a non-exclusive and non-transferable right to use a Product under the selected plan and EULA.
- Library – the Account area containing Products covered by active entitlements and available installers.
- Order – a User declaration intended to purchase a Product, bundle or plan.
- Subscription – access for a monthly, quarterly or annual period as stated in the offer.

## 3. Technical requirements and acceptable use

The website requires an Internet-connected device, an up-to-date browser supporting JavaScript and essential cookies, an active email address and, where indicated, an Account. Product-specific system requirements and compatibility are shown on the Product page.

Users must not provide unlawful content, bypass security, disrupt the service, scrape data without permission or use an Account or Licence contrary to law, these Terms or the EULA.

## **4. User account**

Creating an Account is voluntary and free, but required for purchases, Licences, the Library and device management. Users must provide accurate data and protect their credentials.

Suspected account compromise should be reported promptly. LiberUp may temporarily block access for security, legal or material breach reasons and will explain the reason where law and security permit.

## **5. Offer, ordering and contract formation**

The offer identifies the Product or bundle, Licence type and term, total price, device limit and key technical requirements. Users can review and correct their basket before payment.

A paid Order must be submitted using a button clearly indicating the obligation to pay. The Order first becomes pending. The Product contract is concluded after payment is confirmed by the operator and LiberUp accepts the Order for fulfilment. Confirmation is available in the Account and is intended to be emailed on a durable medium.

LiberUp may reject an Order due to an obvious pricing error, unavailability, failed payment, suspected abuse or a legal restriction. Any amount collected in such a case will be refunded.

## **6. Prices and payments**

Prices are stated in Polish złoty and include mandatory charges. Where the offer states a VAT exemption, it is based on art. 113 ust. 1 ustawy o podatku od towarów i usług; the current statutory threshold is PLN 240,000. The tax treatment recorded for the Order applies to that transaction.

Online payments are processed by the Przelewy24 or Stripe operator available at checkout. A Licence is granted only after reliable transaction confirmation; an unconfirmed or expired attempt grants no access.

## **7. One-time purchases and subscriptions**

A one-time purchase grants a perpetual Licence unless the offer clearly states otherwise. It covers the purchased version and does not automatically include every future major version, service or support.

Subscriptions may run monthly, quarterly or annually. They currently do not renew automatically and no payment method is charged automatically. Access expires at the end of the paid term unless the User manually purchases a further term.

Any future automatic renewal will require clear pre-contract information and cancellation controls. A change to these Terms alone will never enable it for an existing subscription.

## **8. Delivery, Library and downloads**

After payment confirmation, LiberUp assigns the entitlement to the Account. The Product appears in the Library, where a supported installer can be downloaded. Login and an active Licence may be required.

If a Consumer requests paid digital content before the withdrawal period expires, delivery starts only after separate, prior and express consent and acknowledgement of the effect on withdrawal rights.

## **9. Licence, seats and devices**

A purchase does not transfer copyright. Licence scope is governed by the EULA, while the offer and purchase snapshot record commercial parameters.

The device limit is currently set globally and multiplied by the number of seats. It is shown before purchase and recorded with the Order. Future product-specific limits will not retroactively change existing contracts.

Users may manage devices within the limit. Unauthorised key sharing, activation bypass, unlawful resale and reverse engineering outside mandatory statutory exceptions are prohibited.

## **10. Updates, security and availability**

LiberUp supplies updates needed to maintain contractual conformity for the period required by law or stated in the offer. Security updates should be installed within a reasonable time.

Maintenance may temporarily affect Accounts, the Library, activation or downloads. Mandatory Consumer remedies remain unaffected.

## **11. Consumer withdrawal**

Consumers and qualifying consumer-like sole traders generally have 14 days to withdraw from a distance contract without giving a reason. The optional model form will be available in the Legal centre.

For paid digital content not supplied on a tangible medium, withdrawal rights can expire only after all statutory conditions are met: prior express consent, acknowledgement of the loss of the right, and required durable-medium confirmation. Accepting these Terms alone does not replace that consent.

Statements should be sent to [contact@liberup.pl](mailto:contact@liberup.pl) or UL. OZORKOWSKA 13A , 95-100 ZGIERZ.

## **12. Digital conformity and complaints**

Complaints may be sent to [contact@liberup.pl](mailto:contact@liberup.pl) and should, where possible, identify the Account or Order, Product, issue, date and requested remedy. Missing details do not remove statutory rights.

LiberUp is responsible for contractual conformity under applicable consumer law. Remedies may include bringing content into conformity and, where statutory conditions apply, price reduction or termination.

LiberUp responds to a Consumer complaint within 14 days unless mandatory law requires another period, using paper or another durable medium.

## **13. Business customers**

Consumer clauses also apply to qualifying consumer-like sole traders to the extent required by law.

For other business customers, LiberUp excludes liability for lost profit and caps aggregate liability related to an Order at its value, except for intentional harm and liability that cannot lawfully be limited.

## **14. Responsibility**

Users are responsible for lawful use, their environment and appropriate backups. LiberUp is not responsible for unsupported use, misuse or failure to install available security updates unless the issue results from contractual non-conformity.

Nothing limits mandatory Consumer rights, liability for intentional conduct or liability that cannot legally be excluded.

## 15. Account deletion

Users may request deletion in settings after password confirmation. Deletion logs out sessions, cancels active subscriptions, revokes Licences and removes Library access. Users should first download needed records.

Records required for orders, payments, tax, complaints or legal claims may remain for the statutory period. Other identifiers are deleted or anonymised under the Privacy policy.

## 16. Suspension and termination

LiberUp may suspend an Account or Licence for a material breach, fraud, security risk, unpaid required fees or a lawful authority order. A curable breach normally receives a cure period unless immediate action is necessary.

Termination does not affect accrued rights or mandatory Consumer remedies.

## 17. Amendments and versioning

Each version has a number, publication date and effective date. Archived versions will be available in the Legal centre. Purchase terms are recorded when the Order is placed.

Changes apply to future contracts. Continuous-service changes require a valid legal, security, technical or functional reason and reasonable durable-medium notice. Statutory remedies remain available for materially adverse changes.

## 18. Governing law and disputes

Polish law applies, subject to mandatory Consumer protection. Disputes may be brought before the competent ordinary court.

A Consumer may seek help from a local consumer ombudsman, consumer organisation or the competent Trade Inspection authority. Alternative dispute resolution is voluntary unless law provides otherwise.

## 19. Contact

General: [general@liberup.pl](mailto:general@liberup.pl). Complaints and withdrawal: [contact@liberup.pl](mailto:contact@liberup.pl). Correspondence: UL. OZORKOWSKA 13A , 95-100 ZGIERZ. Privacy matters: [contact@liberup.pl](mailto:contact@liberup.pl).

## Related documents in this version

[Privacy policy — PDF](#) · [Cookie policy — PDF](#) · [End-user licence agreement — PDF](#) · [Complaints and withdrawal — PDF](#) · [Accessibility information — PDF](#)

[liberup.pl/legal/archive](https://liberup.pl/legal/archive)