LiberUp terms of service

Rules for the website, accounts and software sales. These Terms coordinate the LiberUp contractual documents.

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Effective date: [EFFECTIVE DATE TO BE COMPLETED]

DRAFT: Draft for approval before sales launch. LiberUp must fill in the effective date. Planned features apply only when made available and expressly selected by the customer; this draft does not amend existing contracts.

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1. Provider and contact

The provider and seller is LIBERUP SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, UL. OZORKOWSKA 13A , 95-100 ZGIERZ, Poland; KRS 0001262265, NIP 7322232375, REGON 54553560900000, share capital 5 000 zł. General enquiries: general@liberup.pl; complaints, withdrawal and privacy: contact@liberup.pl. The correspondence address is the registered address.

Registry court: [UZUPEŁNIJ SĄD REJESTROWY / COMPLETE REGISTRY COURT]. Telephone: [UZUPEŁNIJ NUMER TELEFONU / COMPLETE PHONE NUMBER]. This number supports contract-related contact; technical diagnostics are handled by email under the Support rules.

2. Scope and customers

The offer targets Poland, including businesses and consumers. A tax number alone does not remove protection available to sole traders for contracts without a professional character. “Protected customer” means a consumer and a sole trader to the extent protected by law. “Customer” is the contracting party, which may differ from the individual operating the Account.

A Product is an application identified in the order; a bundle contains the listed Products. The Account supports purchasing and management; the Library provides installers. A subscription grants paid access for a defined term. The current offer consists solely of subscriptions, without a trial. Demonstrations describe the release shown. The statutory relevance of previews and public assurances to product conformity is preserved.

3. Documents forming the contract

The Terms govern common matters. The EULA governs software use, devices and updates. Subscription and payment rules govern billing. Complaints and withdrawal explain remedies. Support rules govern contact and diagnostics. The Product page and order summary specify scope, requirements, price, term and device allowance.

Mandatory law prevails. Individually agreed terms and recorded order parameters prevail within their scope without overriding statutory protection. A specific document supplements these Terms only on its subject. Privacy, cookies and accessibility documents provide information and do not consent to reduced rights. Liability is limited only under section 11 of these Terms.

Documents are available free of charge in HTML and PDF before purchase. Each version is identified and the version applicable to an order is retained. Switching language does not amend the contract. Polish and English versions are intended to convey equivalent terms; discrepancies cannot reduce a protected customer’s rights.

4. Account and security

Accounts are free and require an email address, verification and a protected password. The Account contract is formed on completion of registration. Accurate details are needed to assign purchases. A person acting for a business must be authorised; operating an Account does not make a company president personally liable for its debts.

Unlawful content, impersonation, account compromise, activation bypass and interference are prohibited. Technical rate limits protect the service and do not cap valid complaints. Reporting compromise or recovering access requires proportionate verification, without requesting passwords or banking credentials.

5. Ordering and delivery

Before purchase, the Customer receives information on functionality, compatibility, requirements, term, gross price in PLN, devices, renewal method and withdrawal. The website needs a current browser, JavaScript, Internet access and essential cookies. Application requirements appear on its Product page; do not purchase for an unsupported system.

The Customer reviews and corrects the order and uses a button clearly indicating an obligation to pay. The paid contract is formed upon payment confirmation and acceptance for fulfilment. Confirmation includes order terms and applicable documents on a durable medium. An unconfirmed transaction does not create a paid licence. Unresolved charges should be reported for investigation.

Delivery consists of assigning a licence and making the installer available in the Library without undue delay after payment confirmation, unless the offer specifies an agreed date. Announcing a launch does not make an unfinished Product available. Remedies for failure to supply are described in the complaints procedure.

6. Access term and renewals

Terms are 1, 3 or 12 months, with the same functionality for the selected Product. Term calculation, additional purchases, manual payment, optional automatic renewal, price changes and bundles are governed by the Subscription and payment rules. Automatic renewal requires a separate choice and a working payment method; accepting these Terms does not activate it.

Expiry blocks further use of the application but does not remove rights to properly created and saved outputs. LiberUp does not hold the user’s local files; exports and backups should be made before access ends.

7. Updates and product retirement

The EULA governs updates, releases and withdrawal of unsafe installers. Using an older release alone does not invalidate a complaint. End of development or support is announced at least 30 days in advance. Ending sales and renewals does not shorten paid periods.

LiberUp performs existing contracts through their paid terms or arranges or applies a legally permitted termination with settlement of the unperformed part. Licences are not automatically switched off 30 days after an announcement. Changes beyond maintaining conformity require a contractual basis and compliance with statutory information duties and customer rights.

A change not needed to maintain conformity is permitted for continuous supply only for a justified reason: a change in binding law or documented MF/KSeF specifications, the need to remove a security threat, or the end of support for a technical dependency requiring a replacement that preserves the agreed functions. The change must be proportionate, clearly communicated and free of additional cost to a protected purchaser. This does not authorise arbitrary removal of paid functionality. This ground does not permit changes to content supplied on a

one-off basis.

If such a change significantly and negatively affects access or use, we provide its description, date and information about rights on a durable medium sufficiently in advance. A protected purchaser may terminate without notice within 30 days of the change or notification, whichever is later, with settlement under Article 43o. This right does not arise if the purchaser can retain the conforming supply unchanged at no extra cost (Articles 43p–43q of the Consumer Rights Act).

8. Suspension and Account closure

Material breach or abuse may lead to proportionate restrictions, normally after at least 24 hours' notice explaining the reason and allowing clarification. Immediate intervention is permitted for security, stopping active abuse or legal obligations. Restrictions last only as long and as widely as necessary. Appeals: contact@liberup.pl. Mistaken suspension requires restoration and appropriate settlement.

The Customer may end the free Account service. Permanent closure requires informed confirmation: it ends future renewals and access to assigned licences. It differs from merely disabling automatic renewal. Due refunds, complaints and claims remain available. Data is deleted or anonymised subject to the exceptions and retention in the Privacy policy; encryption alone is not deletion.

9. Complaints, withdrawal and support

The Complaints and withdrawal policy forms part of this package and explains reporting defects, failure to supply, remedies and withdrawal. Its form is optional. Support rules specify initial response targets and safe samples. Support hours do not shorten statutory deadlines.

A subscription extension for a LiberUp outage is an additional remedy under the Support rules, not the exclusive remedy. Applicable rights to conformity, price reduction and withdrawal remain unaffected.

10. Nature of software and general liability

The applications assist work; they are not accounting services, tax advice or a guarantee that an authority will accept a document. Customers are responsible for their authority to use data, input, backups and assessment of results for their purpose. This does not excuse LiberUp's own defects or obligations.

Failure of KSeF or another external service is not itself a LiberUp defect. Correct error handling, warnings about incomplete results and LiberUp's own actions remain relevant. Incomplete summaries must not be presented as complete. Liability to protected customers is governed by law; the limit below does not apply to them.

11. Damages cap for ordinary B2B only

Only for a business customer who does not benefit from consumer protection for the contract, LiberUp's aggregate damages liability per incident is limited to the greater of: (a) net fees paid for the affected Product or bundle in the 12 months preceding the incident; or (b) the annual equivalent of its current net fee. The equivalent is the actual monthly fee × 12, quarterly fee × 4 or annual fee × 1.

An incident is an event or related events with the same cause; independent causes are not grouped. The entire affected bundle forms the basis. For several separately purchased Products affected by one incident, their bases are added without counting any fee twice. This is a per-incident cap, not an annual aggregate cap.

The cap does not cover intentional misconduct, gross negligence, personal injury, repayment of undue charges, settlement of unperformed services or rights which cannot lawfully be limited. It does not restrict third-party rights or liability under Article 82 GDPR. It does not separately exclude lost profits. Other requirements concerning

liability, damage and causation are assessed under applicable law.

12. Changes and disputes

Changes may result from legislation, security requirements, website functionality or payment methods, only to the extent justified by that reason. They do not retroactively amend paid parameters. For ongoing contracts, LiberUp provides the text, reason, date and available rights on a durable medium with appropriate notice, normally at least 30 days. Where consent is needed, silence does not replace it. Future renewal price changes follow the separate subscription procedure.

Polish law applies subject to the customer's mandatory protection. Jurisdiction follows applicable law without imposing LiberUp's local court on consumers. Out-of-court options appear in the complaints procedure. Invalidity of one provision does not invalidate the rest where the contract can continue.

Legal references

Ustawa o prawach konsumenta / Consumer Rights Act — art. 7, 7aa, 12, 17, 21, 43p–43q

Kodeks cywilny / Civil Code — art. 22^1, 353^1, 361, 384 § 4, 385^1, 385^5, 471, 473 § 2

RODO / GDPR — art. 82

Ustawa o świadczeniu usług drogą elektroniczną — art. 5, 8

Related documents in this version

Privacy policy — PDF · Cookie policy — PDF · End-user licence agreement — PDF · Complaints and withdrawal — PDF · Accessibility information — PDF · Subscription and payment rules — PDF · Support and continuity rules — PDF · Withdrawal form — PDF

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