Complaints and withdrawal

Procedure for LiberUp contracts. It does not limit mandatory rights or replace the EULA use rules.

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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. Where and what to report

Send a complaint or withdrawal to contact@liberup.pl or LIBERUP SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, UL. OZORKOWSKA 13A , 95-100 ZGIERZ, Poland. Include information identifying the contract, the problem and requested resolution. The Legal centre withdrawal form is optional; an unequivocal statement is sufficient. No legal citation or receipt is required if the purchase can otherwise be established.

Examples and attachments must be anonymised or synthetic under the Support rules. Never send accounting clients' data or KSeF secrets. Assistance, complaints and withdrawal are different procedures; we consider the substance rather than the heading of a message.

2. Failure to supply and non-conformity

Protected customers have applicable statutory remedies for failure to supply or non-conforming digital content or services. Subject to statutory conditions, these include conformity, price reduction or withdrawal. Customers need not accept a subscription extension in place of a remedy due.

For continuous supply, liability covers the applicable supply period. An older version does not prevent a complaint; the update exception requires the conditions in Article 43k(4). Conformity is restored free of charge within a reasonable time and without undue inconvenience as required by law.

3. Response and refunds

Consumer complaints receive a response on paper or another durable medium within 14 days of receipt. Failure to respond has the effect specified in Article 7a. We adopt the same organisational response target for other customers without automatically extending statutory consequences of silence. The support target of 3 business days does not replace the complaint deadline.

Refunds due to a price reduction or withdrawal for non-conformity are paid within the statutory deadline, generally within 14 days of the relevant statement. For withdrawal without reason, the amount due is refunded within 14 days of receipt, using the same method unless a different cost-free method is agreed.

Bundle discounts are allocated proportionally using the price recorded at purchase. Complaints do not remove prior discounts or add charges. The scope of termination of a multi-product contract also follows applicable law. The B2B damages cap in the Terms does not limit refunds due.

4. Withdrawal within 14 days

Consumers and eligible sole traders may generally withdraw from a distance contract within 14 days of conclusion without giving a reason. Sending the statement before the deadline is sufficient. Missing mandatory instructions may extend the period under Article 29.

JPK_VAT is downloaded software, classified as digital content not supplied on a tangible medium, with a time-limited right of use. For immediate supply before 14 days expire, we separately obtain express consent and acknowledgement of loss of withdrawal without reason when the conditions in Article 38(1)(13) are met. The

contract and statements are confirmed on a durable medium. We apply the exception only after establishing every condition; payment, sign-in or downloading alone is insufficient. Missing consent, information or confirmation is assessed under Article 36 point 2. We do not deduct an arbitrary software activation fee.

The JPK_VAT exception does not automatically extend to other products, Account services or additional services. Their specification and contract identify classification and settlement. If the supply is a service, starting it does not mean full performance; the applicable conditions of Articles 35–36 and 38(1)(1) apply. Loss of withdrawal without reason does not remove complaints, non-conformity remedies or settlement for unperformed supply.

5. Effects and disputes

Effective withdrawal ends the affected access and future charges. Use of the withdrawn software must stop; rights to one's saved outputs do not authorise continued software use. Merely submitting a complaint does not remove other entitlements.

Consumers may seek help from local consumer ombudsmen, the Trade Inspection and UOKiK information on alternative dispute resolution. LiberUp's participation in a particular voluntary procedure requires a separate position unless required by law. Court access remains available. We do not refer customers to the discontinued ODR platform.

If a complaint does not resolve a consumer dispute, we provide a statement on paper or another durable medium indicating our intention to initiate or consent to participate in an out-of-court procedure, or our refusal to participate. When initiating or consenting, we identify the competent authorised body. Failure to provide a statement is treated as consent under Article 32 of the Act on out-of-court resolution of consumer disputes; general terms do not replace a statement in the individual case.

Legal references

Ustawa o prawach konsumenta / Consumer Rights Act — art. 7a, 7aa, 27–30, 32, 35–38, 43j–43o

UOKiK — pozasądowe rozwiązywanie sporów / alternative dispute resolution

Pozasądowe rozwiązywanie sporów konsumenckich / Consumer ADR — art. 31–32

Related documents in this version

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