

Terms and Conditions for the Provision of Services

Safety Software | Aktualizacja: 15.12.2025 | <https://safetysoftware.eu>

§1. Definitions

- Terms and Conditions** – this document, constituting the terms and conditions for the provision of services by electronic means within the meaning of Article 8 of the Act of 18 July 2002 on the provision of services by electronic means (consolidated text of 10 October 2024, Journal of Laws of 2024, item 1513).
- Service Provider** – Safety Software spółka z ograniczoną odpowiedzialnością with its registered office in Kraków, ul. Półtangi 80, 30-740 Kraków, Poland, entered in the register of entrepreneurs of the National Court Register (KRS) kept by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register, under KRS number: 0001196649, NIP: 6793342803, REGON: 542821668, e-mail: office@safetysoftware.eu.
- Service / SaaS Application** – an application made available by the Service Provider in the Software-as-a-Service (SaaS) model via the Internet, accessible via the Service Provider's Website, intended to automate the risk assessment process described in ISO 12100:2010 (English version) and to support the compliance process resulting from the Machinery Directive 2006/42/EC and Regulation (EU) 2023/1230 on machinery; the Application supports these processes, however, it does not constitute a guarantee of full compliance in every case.
- Service Provider's Website** – the Service Provider's website at: <https://safetysoftware.eu/> (together with dedicated subpages), on which the SaaS Application and information about the Service are available.
- Customer** – an entrepreneur within the meaning of Polish law, using the Service on the terms specified in the Agreement and in the Terms and Conditions.
- User** – a natural person acting as the Customer or authorised by the Customer to use the Service.

7. **Billing Period** – the period for which the fee for the Service is charged; standardly 1 calendar month, unless the Agreement provides otherwise.
8. **Account** – an individual access panel assigned to the User enabling use of the Service.
9. **Price List** – a list of fees for use of the Service, published on the Service Provider’s Website.
10. **Personal Data Processing Agreement / DPA** – an agreement concluded by the Service Provider and the Customer, concerning the processing by the Service Provider of personal data obtained in connection with the conclusion of the Agreement and the provision of the Service; the DPA constitutes an appendix to the Agreement and is accepted during the Account registration process.
11. **Privacy Policy** – a document specifying the rules for the processing of personal data by the Service Provider, ensuring compliance with the GDPR; the Policy is available on the Service Provider’s Website.
12. **Civil Code** – the Act of 23 April 1964 (consolidated text of 25 July 2025, Journal of Laws of 2025, item 1071).
13. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

§2. General provisions

1. The Terms and Conditions define the terms and rules for the provision of Services by the Service Provider to the Customer, including the manner of concluding, performing and terminating the Agreement, as well as the rights and obligations of the Parties.
2. The Terms and Conditions constitute an integral part of each Agreement. In the event of discrepancies between the provisions of the Agreement and the Terms and Conditions – the provisions of the Agreement shall prevail.

3. The Service is intended exclusively for professional entities (B2B). The Agreement may not be concluded by or on behalf of consumers within the meaning of Article 22(1) of the Civil Code, nor in the circumstances referred to in Article 7aa of the Act on consumer rights.
4. In order to use the Service, it is necessary to meet the minimum technical requirements specified in §4.
5. The Customer confirms that they have read and accept the Terms and Conditions, the Privacy Policy and the DPA before starting to use the Service.
6. The Service Provider shall not be liable for the consequences of using the SaaS Application in a manner inconsistent with its intended purpose or documentation.

§3. Conclusion of the Agreement and registration

1. The conclusion of the Agreement takes place in particular by: (i) placing an order via the Service Provider's Website and accepting the Terms and Conditions, Privacy Policy and DPA; (ii) placing an order by e-mail to office@safetysoftware.eu; (iii) concluding a separate agreement in written or electronic form. The Service Provider may refuse to conclude the Agreement for valid reasons.
2. Unless the Agreement provides otherwise, the Agreement is concluded upon delivery to the Customer of an e-mail message confirming the conclusion of the Agreement (i.e., introducing it into an electronic communications means in a way that enables becoming acquainted with its content).
3. Before starting to use the Service, the Customer creates an Account by registering on the Service Provider's Website. Creating an Account and accepting these Terms and Conditions, the Privacy Policy and the DPA are conditions for using the Service.
4. The person registering on behalf of the Customer declares that they have due authorisation to conclude the Agreement on behalf of the Customer.
5. The Customer and the User are obliged to duly protect the authentication data for the Account and not to make them available to unauthorised persons.

§4. Scope and terms of provision of Services. Technical requirements

1. The Service consists in making the Application available to the Customer against payment in the SaaS model. The Application operates exclusively on the Service Provider's infrastructure.
2. It is prohibited for the Customer or the User to provide unlawful content and to act in a manner inconsistent with law, the Agreement or the Terms and Conditions.
3. The Service is provided on a subscription basis, with the possibility of using a free trial period described in §5 sec. 6-8.

- Minimum technical requirements:

1. an up-to-date device with Internet access (fixed connection),
 2. an up-to-date web browser: Chrome, Mozilla Firefox, Microsoft Edge or Safari – the current version or max. two versions back, with JavaScript and cookies enabled,
 3. operating system: Windows 10 or later / macOS 12 or later / current Linux distributions,
 4. ability to display a resolution of at least 1280 × 800,
 5. software for reading PDF files; in the case of data exports – software for reading CSV/XLSX files.
- Use of other environments (including test, virtual ones) may be possible; however, the Service Provider does not guarantee proper operation and shall not be liable for any problems resulting therefrom.
 - The User shall ensure, at their own expense, that the technical requirements are met.

- The Service Provider may carry out scheduled service and upgrade works causing short-term unavailability of the Service; where possible, information about planned works will be published in the Application sufficiently in advance.

§5. Fees, payments and trial period

1. The Service is provided for a fee. The amount of the Fees is specified in the Price List published on the Service Provider's Website. The Service Provider may change the Price List; the new Price List shall apply to Billing Periods starting after its effective date.
2. Payment for the first paid Billing Period shall be made before the commencement of the provision of the Service (after the end of the trial period, if granted).
3. Payments for subsequent Billing Periods shall be made on a subscription (prepaid) basis by automatic charging of the Client's payment card on the start date of the relevant Billing Period. A condition for continuity of the Service is linking a valid payment method.
4. Payment by bank transfer is possible only on the basis of an individual agreement (contract) concluded with the Service Provider and subject to the deadlines indicated in the pro forma invoice.
5. Invoices are issued in electronic form and delivered to the e-mail address indicated by the Client. In the event of delay in payment, the Service Provider may charge statutory interest for delay in commercial transactions and temporarily block access to the Service, and may also terminate the Agreement in accordance with §11.
6. **Trial period (trial):** The Service Provider may make available to the Client a 14-day free trial period. The functional scope of the trial period may be limited.
7. After the end of the trial period, unless the Client cancels the subscription before its expiry, the Service shall automatically switch to paid mode, and the payment method linked by the Client shall be automatically charged in accordance with the Price List.

8. Cancellation during the trial period results in no fee being charged. Fees for commenced Billing Periods are non-refundable, unless mandatory provisions of law provide otherwise or the Agreement provides for exceptions.

§6. Intellectual property rights. Licence

1. The Service Provider retains all intellectual property rights to the Application and the documentation.
2. Neither the Client nor the User is entitled to copy, distribute, modify, decompile or otherwise use the Application's code beyond the extent necessary to use the Service.
3. Upon conclusion of the Agreement, the Client is granted a non-exclusive, non-transferable licence to use the Application in the territory of the Republic of Poland for the duration of the Agreement.
4. The licence includes at least: (i) use of the Application for the number of Users/devices agreed in the Agreement or resulting from the selected plan; (ii) processing, archiving, printing, exporting and saving data processed by the Application, to the extent provided for by the functionality.
5. Remuneration for the licence is included in the Fees for the Service. The Client does not acquire any rights to the Application's source code.

§7. Service Provider's liability

1. The Service Provider shall not be liable for the lack of or defective operation of the Client's/Users' devices and infrastructure resulting in the inability to use the Application or improper use thereof, as well as for the consequences of failure to meet the technical requirements specified in §4.
2. The Application is a tool supporting the Client's processes and does not guarantee achieving specific results (including full compliance with standards/law in every

case). The Service Provider shall not be liable for damage arising as a result of: (i) defects or errors in data entered by the Client, (ii) lack of functionality in relation to the Client's individual expectations, (iii) irregularities of third-party software with which the Client integrates the Application.

3. The Service Provider shall not be liable for damage arising due to unavailability of the Application or difficulties in using it, regardless of the cause, except for liability that cannot be excluded under mandatory provisions of law.
4. Subject to mandatory provisions of law, the Service Provider's liability for non-performance or improper performance of the Agreement shall be limited to actual damage (*damnum emergens*) and shall not include lost profits (*lucrum cessans*); the total liability shall not exceed the amount of the net Fee due for the Billing Period in which the event causing the damage occurred.
5. The provisions of sections 1-4 shall also apply after termination or expiry of the Agreement.
6. The Service Provider shall not be liable for loss of data caused by the actions of the Client, Users or third parties. It is recommended to make backup copies to the extent functionally made available by the Application.

§8. Protection of personal data and confidentiality

1. The processing of personal data in connection with the conclusion of the Agreement and the provision of the Service takes place in accordance with the GDPR, the Act on Personal Data Protection and the Privacy Policy, as well as on the basis of the DPA concluded between the Parties (accepted during the Account registration process).
2. The Service Provider undertakes to keep confidential the Customer's confidential information obtained in connection with the Agreement and not to use it for purposes other than the performance of the Agreement.
3. The **Confidential Information** shall include in particular: (i) information constituting a trade secret within the meaning of the Act of 16 April 1993 on Combating Unfair Competition; (ii) information concerning the Customer's

organisation (diagrams, job descriptions, procedures); (iii) the Customer's technical, technological and commercial information.

4. The confidentiality obligation does not apply to information that is publicly known, independently obtained lawfully, or information the disclosure of which is required by mandatory provisions of law or final and binding judgments.
5. The confidentiality obligation applies for the term of the Agreement and for 3 years after its termination or expiry, unless the Agreement provides otherwise.

§9. Privacy policy

The Privacy Policy is available at: <https://safetysoftware.eu/PL/p/polityka-prywatnosci> (and in the relevant language versions on the appropriate subpages of the website).

§10. Complaints

1. The Customer may submit complaints electronically to: office@safetysoftware.eu.
2. The complaint should include: the Customer's details, a description of the problem, a proposal of the expected solution, and contact details (e-mail, telephone number).
3. The Service Provider may request that the Customer уточ refine the complaint – in such case, the running of the time limit for handling the complaint is suspended until the required information is received.
4. Complaints are handled without undue delay, however no later than within 30 days from proper submission.
5. Complaints do not relate to periods during which the Customer did not have an active subscription. Failure to respond within the time limit does not constitute acceptance of the complaint.

§11. Term of the Agreement and termination

1. The Agreement is concluded for a fixed term of at least 1 month, unless the Parties agree otherwise.
2. If the Customer fails to pay the Fee for the next Billing Period before it begins (or within the time limit indicated on the invoice), the Agreement shall terminate upon expiry of the current Billing Period, and access to the Service may be blocked.
3. The Service Provider may terminate the Agreement with immediate effect if: (i) the Customer/User violates the Terms and Conditions, the law, or the rules for using the Application; (ii) the User does not consent to the processing of personal data necessary for the performance of the Agreement, withdraws such consent, or restricts it in a manner that makes the provision of the Service impossible; (iii) the Service Provider decides to cease offering the Application; in the case of item (iii), the Service Provider shall, where possible, inform the Customer 30 days in advance.
4. Termination of the Agreement does not release the Customer from the obligation to pay the Fees due for the term of the Agreement.

§12. Amendments to the Terms and Conditions

1. The Service Provider may amend the Terms and Conditions for important reasons (organisational, legal, technical or other). The Service Provider shall inform of the amendment at least 14 days in advance via a message in the Application and/or an e-mail message to Customers.
2. Continuing to use the Service after the amendments take effect constitutes acceptance of the amended Terms and Conditions.
3. An amendment to the Terms and Conditions in accordance with this paragraph does not constitute grounds for any claims by the Customer against the Service Provider.

§13. Final provisions

1. The Terms and Conditions apply from **1 November 2025**
2. In matters not regulated by the Agreement or the Terms and Conditions, Polish law shall apply, in particular the Civil Code, the Act on the Provision of Services by Electronic Means, provisions on personal data protection, and the Act on Combating Unfair Competition. The version published in Polish is the original and overriding version; the other versions are translations.
3. Any disputes arising in connection with the Agreement/Terms and Conditions shall be resolved by the common court having territorial jurisdiction over the Service Provider's registered office.
4. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Service Provider contact information:

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