Terms of Use of the System Manager Application - non-active

System Manager sp. z o.o.

as of October 7, 2025

1 Definitions

- Application the web application named System Manager, available at smanager.eu, in Polish and English.
- Owner System Manager sp. z o.o., the owner of all rights to the application.
- User a natural or legal person who has obtained access to the application under the terms set out in this document.
- System the basic unit of the application's offering; by default, the User receives access to 3 Systems as part of the subscription.

2 Terms of Use

- 1. Use of the System Manager application is only possible after reading and accepting the application's License Agreement.
- 2. Only residents of Poland and European Union member states may purchase a subscription.
- 3. Access to the application is available upon purchase of an annual subscription of 70 PLN.
- 4. As part of the subscription, the User receives access to a maximum of 3 Systems.
- 5. It is possible to purchase additional Systems for 20 PLN per year for each System.
- 6. In special cases, the User may obtain an individual offer upon agreement with the administrators.
- 7. Purchasing a subscription constitutes a waiver of the right to withdraw from the contract within 14 days.
- 8. The User is not allowed to copy, share, or use the application in any way other than provided for in this document.
- 9. All intellectual property rights to the application belong to the Owner.

- 10. After the subscription period expires, access to the application is automatically suspended until the next period is paid.
- 11. User data and configurations are stored for one month from the subscription expiration date. During this time, the User may renew the subscription without data loss.
- 12. The User may extend the subscription for another year with one month's notice before the expiration of the current subscription.
- 13. After one month from the subscription expiration, the Owner reserves the right to permanently delete the User's data.

3 Payment and Invoicing

- 1. The subscription can be paid via bank transfer or cash.
- 2. The User may enable automatic subscription renewal. In this case, the subscription will be automatically renewed annually, and the fee will be charged using the selected payment method one month before the expiration of the current subscription.
- 3. After payment, the User will receive a VAT invoice issued by System Manager sp. z o.o., based on the information provided during registration or payment.
- 4. VAT invoices may be provided electronically in PDF format via the User's account or by email.
- 5. In case of payment or invoice issues, the User may contact support at: support@smanager.eu.

4 Complaints and Termination of the Agreement

- 1. The User may submit complaints regarding the application's operation via email: support@smanager.eu.
- 2. The Owner will handle complaints within 14 days of receipt.
- 3. The User has the right to terminate the agreement by discontinuing the use of the application after the subscription period ends.
- 4. The Owner may suspend or terminate service if the User violates the terms of this agreement.

5 Liability

- 1. The Owner will make every effort to ensure the application operates continuously and correctly.
- 2. The Owner is not responsible for interruptions caused by factors beyond its control (failures, force majeure).
- 3. Scheduled maintenance and updates will be communicated to Users in advance.

4. The Owner is not responsible for data loss stored by the User after the grace period.

6 Technical Requirements

- 1. Using the application requires a computer, tablet, or smartphone with Internet access and an up-to-date web browser.
- 2. The Owner does not guarantee proper operation of the application on all hardware and software configurations.

7 Data Protection (GDPR)

- 1. The data controller of Users' personal data is System Manager sp. z o.o.
- 2. Data are processed for the purposes of subscription fulfillment, account management, invoicing, contacting the User, and ensuring proper application operation.
- 3. The legal basis for processing data is the contract (Art. 6(1)(b) GDPR), legal obligations of the administrator (Art. 6(1)(c) GDPR), and legitimate interest of the administrator (Art. 6(1)(f) GDPR).
- 4. The User has the right to access their data, rectify it, erase it, restrict processing, transfer data, and object to its processing.
- 5. The User has the right to lodge a complaint with the President of the Personal Data Protection Office.
- 6. Personal data will be stored for the duration of the subscription and for the period required by legal obligations, e.g., tax requirements.
- 7. Data may be shared with entities supporting payment processing or IT services for the Owner.

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