

Module-Specific Terms of SCCOT

Annex 2 to the Terms of Service of SCCOT · version of 1 November 2026, effective from 1 November 2026 · English translation for information purposes only; the Polish version is binding.

Common provisions

1. The Module-Specific Terms supplement the Terms of Service with respect to the Modules indicated below. Capitalised terms have the meaning given to them in the Terms of Service. In the event of any conflict, the provisions relating to a given Module prevail over the Terms of Service.
2. The terms of a Module apply from the moment the Module is made available in the Application. Modules are available in the Plans indicated in the Price List.
3. Termination of the agreement for the provision of Services means that the use of all Modules ends.

Module 1. Quoting

1. The Module enables the preparation of offers and cost estimates: creating items and sections, using records from the RMS Own Database and the RMS System Database, applying mark-ups, reductions and discounts, selecting a template, maintaining offer versions and generating the document as a PDF file.
2. **Verification before sending.** An offer becomes a declaration of the Subscriber only when it is delivered to the End Customer. Before delivery, the Subscriber checks the content of the offer in the preview or in the generated PDF file, in particular: items, quantities, units, unit prices, mark-ups, reductions and discounts, section totals and the grand total, tax rates and amounts, and the currency. The Service Provider is not liable for the consequences of delivering to the End Customer an offer which the Subscriber has not checked.
3. **Calculation and presentation errors.** The Service Provider exercises due diligence to ensure that the calculation functions of the Application operate correctly but does not guarantee that the Application is free from errors. The Subscriber reports any error identified without delay as a complaint (§ 11 of the Terms of Service). To determine the cause, the parties use the history of changes and offer versions recorded in the Application and the generated PDF file. The Service Provider rectifies an identified error without undue delay. The Service Provider is not liable for the consequences of calculation or presentation errors, in particular those which the Subscriber could have detected during the verification referred to in para. 2; § 12 of the Terms of Service applies.
4. **Templates and sample content.** Offer templates may contain sample content and sample prices, including descriptions of the scope of work, terms of cooperation and warranty rules. They are prepared by the Service Provider as auxiliary material; they are not versioned or updated on an ongoing basis and do not constitute legal advice or a commercial offer. Before use, the Subscriber adapts them to its situation and the applicable laws (in particular where the End Customer is a consumer) and checks and amends the sample prices. The Subscriber is responsible for the content of the document delivered.
5. **Currencies, tax and localisation.** Conversion into another currency is made at the most recent available average exchange rate of the National Bank of Poland (NBP); the rate is for information purposes only and the Subscriber verifies it before use, in particular for tax purposes. Selection of the document language covers only the fixed fields of the template; the content of items and records is not translated. The Subscriber determines tax rates independently. § 3(5) of the Terms of Service applies.
6. **Rights to content.** The Subscriber warrants that it holds the rights to the materials placed in the offer (photographs, descriptions, data sheets, logos) and that their use does not infringe the rights of third parties. This also applies to materials downloaded from the RMS System Database and used outside the Application.
7. An offer prepared in the Application is a declaration of the Subscriber. The Service Provider is not a party to the agreement concluded between the Subscriber and the End Customer and is not liable for its performance.

Module 2. Client Interface: sharing offers and documents

1. The Module enables the Subscriber to share with the End Customer an offer (together with its versions and attachments) and files from the Document Library by means of a link, without the need to log in.

2. The Subscriber decides what is shared and with whom. The Subscriber may limit the period during which the link is active and block the downloading of attachments. Any person who knows an active link has access to the shared content. The Subscriber is responsible for delivering the link to the appropriate person and for the content of the shared materials.
3. The Application notifies the Subscriber when the shared offer is opened by the recipient. With respect to the End Customer, the controller of the End Customer's personal data is the Subscriber; the Subscriber is responsible for informing the End Customer about the processing of its data, including the recording of the opening of the offer.
4. The Subscriber warrants that it holds the rights to the shared attachments (e.g. data sheets, photographs, documents) and that sharing them does not infringe the rights of third parties.
5. The Service Provider is not a party to agreements concluded between the Subscriber and the End Customer.

Module 3. Projects (Orders)

1. The Module enables the management of orders: description of scope, deadlines, stages, assignment of persons, recording of material and labour costs, attaching files and photographs, and linking with offers, tickets and the Calendar.
2. **Data of employees and collaborators.** The Subscriber enters into the Module the data of persons performing work, including first names and surnames and rates of remuneration or labour costs. The controller of such data is the Subscriber. The Subscriber is responsible for the legal basis for their processing, for informing such persons and for ensuring that the use of data on working time and costs complies with labour law and personal data protection law. § 7(4) of the Terms of Service applies.
3. **Nature of records.** Statuses, deadlines, progress and settlements recorded in the Module serve the organisation of the Subscriber's work. They do not constitute a declaration of the Subscriber towards the End Customer or a confirmation of completion of work, unless the Subscriber shares them with the End Customer in accordance with Module 2.
4. **Costs and calculations.** Module 1 para. 2 and 3 (the Subscriber's obligation of verification and the rules for rectifying errors) apply accordingly to project cost summaries and settlements.
5. **Photographs and files.** Photographs attached to a project may contain metadata, including information about the place and time they were taken. The Subscriber takes this into account when sharing materials with End Customers or third parties.

Module 4. RMS Own Database

1. The RMS Own Database is a set of records of materials, labour and equipment created and maintained by the Subscriber, including records created on the basis of the RMS System Database and modified by the Subscriber, as well as records entered independently or imported.
2. Records in the Own Database constitute Subscriber Data. The Subscriber is responsible for their content, their currency and the rights to the descriptions, photographs and designations used, in particular those originating from manufacturers and distributors.
3. **Confidentiality.** Purchase prices, margins, mark-ups and commercial terms recorded in the Own Database are the Subscriber's data and are not made available to other Subscribers or used by the Service Provider to build the RMS System Database, market summaries or materials made available to third parties.
4. The Subscriber may export the Own Database in accordance with § 17 of the Terms of Service.
5. Module 5 paras. 4–7 apply to records originating from the RMS System Database.

Module 5. RMS System Database

1. The RMS System Database is a set of records of materials, labour and equipment made available by the Service Provider, consisting of three parts of different nature:
 - a) **supplier data:** data obtained from manufacturers, importers or distributors (e.g. wholesalers). They are presented in the form received from the supplier. The supplier is responsible for their content, including prices, technical parameters and descriptions; the Service Provider does not verify them;
 - b) **archival data:** records which are not updated automatically; prices and descriptions may be out of date;

- c) **SCCOT labour database:** auxiliary material developed by the Service Provider on the basis of experience, market observation and industry practice. It is illustrative in nature; it does not constitute a standard, a catalogue of material inputs or a market valuation.
2. **The RMS System Database as a whole is indicative and auxiliary in nature.** For an individual record, the Application does not show to which of these parts it belongs, where it originates from or when it was obtained. Prices, descriptions and parameters may be out of date or incomplete. The Service Provider is not liable for the substantive accuracy of the data in the RMS System Database or for the consequences of their use.
 3. The Subscriber independently verifies and adapts the data from the RMS System Database to its own conditions (purchase prices, productivity, scope of work) before using them in an offer or cost estimate and bears responsibility for adopting them. The Service Provider is not liable for the consequences of using data from the RMS System Database without such verification.
 4. The Service Provider grants the Subscriber a non-exclusive licence to use the RMS System Database within the Application for the term of the agreement, including to use its elements in the Subscriber's offers and documents. Bulk copying, exporting, sharing or reselling of the RMS System Database or substantial parts thereof is prohibited.
 5. **Derived Records.** A record created in the RMS Own Database on the basis of a record of the RMS System Database (a "Derived Record") constitutes Subscriber Data if the Subscriber has made a Material Modification to it. A Material Modification is a substantive change to at least one of the following elements: (a) the scope or description of the work, (b) the composition of the record (materials, labour or equipment), (c) inputs, norms or output rates, (d) the price, where it reflects the Subscriber's own terms and differs from the price in the RMS System Database by at least 5%. The following in particular do not constitute a Material Modification: editorial, punctuation or formatting changes, the addition or removal of characters that does not change the content, a change of name, symbol, code, category, link or photograph, a change of unit without a change of content, and a price change of less than 5%.
 6. **Export of Derived Records.** Derived Records to which a Material Modification has been made are exported in full in accordance with § 17(2) of the Terms of Service, and the Subscriber may use them for its own business without time limitation, including after the termination of the agreement. For Derived Records to which no Material Modification has been made, the export covers only the record name and the values entered by the Subscriber (in particular the price, mark-up and quantity).
 7. **Prohibition on extracting the RMS System Database.** It is prohibited to create Derived Records for the purpose of copying the RMS System Database or a substantial part of it, in particular by creating Derived Records in bulk without a Material Modification or with sham modifications. In such a case the Service Provider may exclude those records from the export and exercise the rights set out in § 17(7) of the Terms of Service. This provision is without prejudice to the rights of the Service Provider as the maker of a database under the Polish Act of 27 July 2001 on the Protection of Databases.
 8. Content originating from a partner supplier and promoted content are clearly marked in the Application.

Module 6. Tickets (Service Requests)

1. The Module enables the registration of service and warranty requests, assigning them to persons, setting deadlines, maintaining the request history, attaching photographs and files, and linking with projects, offers and the Calendar.
2. **End Customer data.** The Subscriber enters into tickets the data of the persons submitting requests and the addresses where the work is to be performed. The controller of such data is the Subscriber, and the Service Provider processes them on its instructions in accordance with the Data Processing Agreement.
3. **Photographs.** Photographs attached to tickets may contain metadata, including the coordinates of the place where they were taken and the time. The Subscriber takes this into account when sharing materials with third parties.
4. **Deadlines and warranties.** Deadlines, warranty statuses and reminders recorded in the Application serve the organisation of the Subscriber's work. They do not replace the Subscriber's warranty obligations towards the End Customer or statutory deadlines; the Service Provider is not liable for meeting them.
5. If the User has connected the account with Google Calendar (Module 7), ticket titles and descriptions and the other data specified in the Privacy Policy (section 5.2) are sent to that calendar. The Subscriber is responsible for the scope of data included in the titles and descriptions.

Module 7. Calendar and integration with Google Calendar

1. The Module enables the scheduling of tickets, projects and offers in the Application calendar and, optionally and separately for each User, connection with Google Calendar.
2. Once connected, the Application: (a) creates a "SCCOT Tickety" calendar in the User's Google account and records in it events corresponding to assigned tickets; recording of projects and offers in the "SCCOT Projekty" and "SCCOT Oferty" calendars is enabled by the User independently in the profile settings in the Application, (b) displays events from the User's primary calendar in the Application view (the User may disable this), (c) if enabled by the User, shares availability information (without event titles) with collaborators from the same company, (d) at the User's request, takes over a selected event from the primary calendar as a ticket, (e) carries over to the Application changes made in Google to events created by the Application or taken over as a ticket, and carries over changes to a ticket taken over from an event, including its deletion, to that event in the User's calendar.
3. The integration requires granting the Application access to Google Calendar on the Google consent screen. The rules for processing data from Google are described in the Privacy Policy (section 5).
4. The User may disconnect the integration at any time in the Application settings. Upon disconnection, the Application deletes the stored access data and links and disables change notifications; access on the Google side is revoked by the User in the Google account settings. Calendars created by the Application, together with their events, remain in the User's Google account; the User may delete them independently.
5. The operation of the integration depends on Google services. The Service Provider is not liable for interruptions, changes or restrictions introduced by Google, including the revocation or restriction of the Application's access to Google interfaces.
6. **Calendar link (ICS).** The User may generate an address at which the titles and dates of the User's tickets, projects, warranties and offers are available, for the purpose of subscription in another calendar program. Anyone who knows this address has access to this information without logging in. The User is responsible for not disclosing the address to third parties and may generate a new address at any time; the previous address then ceases to work.
7. The titles and descriptions of tickets and the titles of projects and offers sent to Google are assigned by the User and may contain End Customer data (e.g. surname, address). The Subscriber is responsible for the scope of data included in the titles and descriptions.

Module 8. Invoicing and KSeF

1. The Module enables the issuing of sales invoices and pro forma invoices, sending them to the National e-Invoicing System (KSeF) and downloading purchase invoices from KSeF.
2. **Technical compliance.** The Service Provider exercises due diligence to ensure that invoices sent from the Application to KSeF comply with the applicable logical structure of the e-invoice and the technical requirements of KSeF, and implements changes to the requirements announced by the Minister of Finance within a reasonable time, where possible before their effective date.
3. **Invoice content.** The Subscriber is responsible for the content of invoices, including buyer data, tax rates and amounts, exchange rates and numbering, and for verifying an invoice before it is sent. The Application does not provide tax advisory or accounting services.
4. **Authentication.** Connection with KSeF requires the Subscriber to generate a token or certificate in KSeF and enter it into the Application. Use of the Module does not constitute granting the Service Provider a power of attorney to issue, accept or sign invoices on behalf of the Subscriber; sending of each invoice is initiated by the Subscriber or a User. The Service Provider stores tokens and certificates in encrypted form, uses them solely for communication with KSeF on the Subscriber's instructions and deletes them upon disconnection of the integration. The Subscriber is responsible for the scope of permissions granted in KSeF and for their revocation.
5. **Sending status.** The Application presents the sending status of each invoice as well as the Official Confirmation of Receipt (UPO) and the KSeF number. The Subscriber is obliged to check whether the invoice has been accepted by KSeF.
6. **Failures and emergency modes.** In the event of unavailability of the National e-Invoicing System or the Application, the Subscriber applies the modes provided for by law, in particular the offline mode. The Application enables a document to be issued during the unavailability of the system and sent once the connection has been restored, as well as the document to be downloaded as a file. The Subscriber is responsible for meeting the deadlines arising from tax law.

7. The Service Provider is not liable for the unavailability or malfunction of KSeF, the rejection of an invoice, delays in sending invoices or administrative, tax or fiscal penal sanctions imposed on the Subscriber. The Subscriber verifies the status of each invoice (para. 5) and applies the emergency modes (para. 6). In all other respects, § 12 of the Terms of Service applies.
8. The Subscriber is responsible for retaining invoices for the period required by law. Before deleting the Account, the Subscriber should download the invoices (§ 17 of the Terms of Service). Issued invoices cannot be deleted or edited in the Application; changes are made by means of a corrective invoice.

Module 9. CRM

1. The Module enables the maintenance of a database of contacts and sales opportunities, contact history and the handling of e-mail in the Application.
2. **Connecting mailboxes.** The Subscriber may connect mailboxes supporting the IMAP and SMTP protocols (including Gmail and Microsoft 365 mailboxes) by providing the server details and a password or app password. The Subscriber decides which mailboxes and folders are connected and is responsible for having a legal basis for processing the correspondence, in particular the correspondence of employees.
3. The Application stores the content of downloaded messages and attachments for as long as the mailbox is connected. Mailbox access data (e.g. passwords) are stored in encrypted form and deleted upon disconnection of the mailbox.
4. **Marketing.** The Subscriber is responsible for obtaining consents to send commercial information to its customers and contacts (Article 398 of the Polish Electronic Communications Law) and for giving effect to their objections. Importing contact databases obtained without a legal basis and sending unsolicited commercial information are prohibited. The Service Provider may block sending in the event of a breach.
5. Automated assessments and rules concerning contacts (e.g. scoring) are configured by the Subscriber, who is responsible for their compliance with personal data protection law.

Module 10. Document Library

1. The Module enables the storage of the Subscriber's files (documents, data sheets, certificates, manuals, photographs) in the Application, their organisation and their attachment to offers, projects and tickets.
2. **Sharing.** Files from the Document Library may be shared with the End Customer by means of a link, on the terms of Module 2. The Subscriber decides which files are shared and is responsible for their content.
3. **What must not be stored.** In accordance with § 7(3) of the Terms of Service, the Module is not intended for storing special categories of personal data (e.g. health data), PESEL numbers or scans of identity documents. If the Subscriber nevertheless enters them, it does so at its own risk as the controller of such data.
4. **Rights to files.** The Subscriber warrants that it holds the rights to the stored and shared files, in particular materials of manufacturers and distributors.
5. **Capacity and limits.** Limits on storage capacity and on the size of a single file are set out in the Price List. When a limit is exceeded, the Service Provider informs the Subscriber and specifies a deadline for organising the files or changing the Plan.
6. **Copies.** Files stored in the Application are not covered by the backups referred to in § 9(4) of the Terms of Service. The Subscriber keeps its own copies of files, in particular those which it cannot recreate from another source; the Service Provider is not liable for the loss of files which the Subscriber has not secured, subject to § 12(5) of the Terms of Service.

Module 11. Integrations, API and own mail server

1. The Subscriber may generate API keys and authorise external applications to access the Account. The Subscriber is responsible for the choice of integrator, for the transfer of data to it and for the security of API keys; if their disclosure is suspected, the Subscriber should revoke them without delay.
2. Subscriber Data are transferred to an external application on the Subscriber's instructions. The Service Provider is not liable for the processing of data by external applications.

3. The Service Provider may restrict or block access via the API in the event of use contrary to the Terms of Service or threatening the stability of the Application, after a prior request (unless the threat requires immediate action).
4. **Own mail server (SMTP).** The Subscriber may designate its own mail server for sending documents. Messages are then sent via the Subscriber's mail provider. Access data are stored in encrypted form. System notifications of the Application are always sent via the Service Provider's server.