

Terms of Service of SCCOT

Version of 1 November 2026 · effective from 1 November 2026

§ 1. General provisions and Service Provider details

1. These Terms of Service set out the rules for the provision by electronic means of services of access to the SCCOT application (the "Application"), available at app.sccot.pl, as well as the conditions for concluding and terminating agreements, the complaint procedure and the rules of liability. These Terms of Service constitute terms and conditions within the meaning of Article 8 of the Polish Act of 18 July 2002 on the Provision of Electronic Services and a standard form contract within the meaning of Article 384 of the Polish Civil Code.
2. The Service Provider is Appi Soft Sp. z o.o., with its registered office in Chodzież, ul. Zwycięstwa 23, 64-800 Chodzież, entered in the Register of Entrepreneurs of the National Court Register under KRS number 0000867371, kept by the District Court for Poznań – Nowe Miasto i Wilda in Poznań, 9th Commercial Division of the National Court Register, NIP 6070090336, REGON 387392804, share capital PLN 12,500.00 (the "Service Provider").
3. Contact with the Service Provider: e-mail kontakt@sccot.pl, technical support: support@sccot.pl, chat in the Application, correspondence address as above, telephone 502 634 517. Matters concerning personal data: kontakt@sccot.pl.
4. The Terms of Service are made available free of charge at sccot.pl/regulaminy before the agreement is concluded, in a form that allows them to be downloaded, stored and printed.
5. The Polish version of the Terms of Service is binding. The English version is for information purposes only.
6. The following form an integral part of the agreement: (a) the Price List available at sccot.pl/cennik, (b) the Module-Specific Terms (Annex 2 to the Terms of Service), (c) the Data Processing Agreement together with the List of Sub-processors. In the event of any conflict, the Module-Specific Terms of a given module shall prevail over the Terms of Service with respect to that module.

§ 2. Definitions

1. **Subscriber** means an entrepreneur (a natural person conducting business activity, a legal person or an organisational unit without legal personality to which the law grants legal capacity), with its registered office in Poland or abroad, that has concluded with the Service Provider an agreement for the provision of Services in connection with its business or professional activity.
2. **Entrepreneur with Consumer Rights (ECR)** means a Subscriber who is a natural person concluding an agreement directly related to their business activity, where the content of the agreement shows that it is not of a professional nature for that person, arising in particular from the subject of the business activity performed, as made available in CEIDG.
3. **User** means a natural person using the Application within the Subscriber's Account, including the account owner and the Subscriber's employees and associates for whom the Subscriber has created accounts.
4. **Account** means the Subscriber's account in the Application together with the Users' accounts.
5. **Services** means the functionalities of the Application made available under the selected Plan, as described in § 3 and in the Module-Specific Terms.
6. **Plan** means a package of Services (Free, Basic, Standard, Premium or another indicated in the Price List).
7. **Billing Period** means the period for which a fee is charged, in accordance with the Price List.
8. **Subscriber Data** means any data and content entered into the Application by the Subscriber or Users (including records, offers, projects, invoices and files), excluding the RMS System Database.
9. **End Customer** means a counterparty of the Subscriber to whom the Subscriber makes offers or documents available via the Application.
10. **Technical Break** means a scheduled temporary shutdown of the Application, in whole or in part, for the purpose of maintenance, updating or expansion.

§ 3. Scope of the Services

1. As part of the Services, the Service Provider makes available, depending on the Plan: (a) Quoting, (b) Client Interface (making offers and documents available to End Customers by means of a link), (c) Projects (Orders), (d) RMS Own Database, (e) RMS System Database, (f) Tickets (Service Requests), (g) Calendar with integration with Google Calendar, (h) Invoicing with KSeF support, (i) the CRM module, (j) Document Library, (k) API and integrations.
2. Individual functionalities are available from the moment they are made available in the Application. Until then, the provisions of the Terms of Service and the Module-Specific Terms relating to them do not apply. The Service Provider posts information on the availability of a new functionality in the Application.
3. The detailed scope of functionalities of individual Plans is set out in the Price List. Modules subject to specific rules are governed by the Module-Specific Terms.
4. The Service Provider may develop and change the Application, including by adding, changing and withdrawing functionalities. The Service Provider shall give at least 14 days' advance notice of changes that materially restrict the use of the Services; in such a case, the Subscriber may terminate the agreement with immediate effect and receive a refund of the proportionate part of the fee for the unused Billing Period.
5. **Document localisation.** The Application enables documents to be generated in a selected language (only the fixed fields of templates are translated, not the content of items and records), in a selected currency (with conversion at National Bank of Poland (NBP) exchange rates), with a selected time zone, date format and VAT rates. These are auxiliary tools. The Service Provider does not warrant that documents generated in the Application comply with the requirements of the law of any country other than Poland; the Subscriber is responsible for the compliance of documents with the regulations applicable to the Subscriber and its customers. Exchange rates are for information purposes only and the Subscriber shall verify them before use, in particular for tax purposes.

§ 4. Technical requirements and risks

1. The following are required to use the Application: a device with Internet access, a current version of any web browser with JavaScript enabled and with the cookies necessary for the operation of the Application enabled, and an active e-mail address.
2. The use of services provided by electronic means involves risks typical of the Internet, in particular: interception of login credentials (phishing), malware, unauthorised access where a logged-in session is left on a shared device, and interception of a link to a shared offer or calendar. The Service Provider recommends using strong passwords, logging out on shared devices and not sharing links with unauthorised persons. The Subscriber may also log in to the Application using a Google account, making use of the security features of that account.

§ 5. Conclusion of the agreement and the Account

1. The agreement for the provision of Services is concluded upon the creation of an Account by completing the registration form and accepting the Terms of Service, or by registering with a Google account and accepting the Terms of Service.
2. The person creating an Account on behalf of the Subscriber represents that they are authorised to represent the Subscriber.
3. The Subscriber creates User accounts and grants them permissions. The Subscriber is liable for the actions of Users as for its own actions, for keeping their data up to date and for ensuring that Users are familiar with and comply with the Terms of Service.
4. Login credentials are confidential. Sharing a single User account among several persons is prohibited.
5. After creating an Account, the Subscriber receives a free trial period of 7 days, during which it may use the Premium Plan. After the trial period ends, if the Subscriber does not select a paid Plan, the Account is switched to the Free Plan.
6. The Subscriber confirms the e-mail address provided during registration by clicking the link sent to that address. Until confirmation, the Service Provider may restrict access to the Services and, if 14 days have elapsed from registration without confirmation, suspend access to the Account until the address is confirmed.

§ 6. Price List, payments and invoices

1. The fees for the Services are set out in the Price List available at sccot.pl/cennik. Prices are stated as net amounts; VAT at the applicable rates is added to the prices, subject to para. 7. The Free Plan is free of charge.
2. Fees are charged in advance for the selected Billing Period. Payments are handled by Stripe Payments Europe, Ltd. (Ireland). The available payment methods are payment card, BLIK, instant transfer (Przelewy24) and traditional bank transfer. The Service Provider does not store full payment card data.
3. **Automatically renewing subscription.** If the Subscriber pays for the Services by payment card with the card saved, the subscription renews automatically for a further Billing Period of the same length, unless the Subscriber cancels it before the end of the current period. The Service Provider sends an e-mail reminder of the upcoming renewal and the amount of the fee at least 7 days before renewal. Failure to receive the reminder does not affect the effectiveness of the renewal.
4. **One-off payment.** The Subscriber may pay for the selected Billing Period as a one-off payment, by BLIK or bank transfer, without saving a payment card. In such a case, the subscription **does not renew automatically**: access to the paid Plan expires at the end of the paid Billing Period and the Account is switched to the Free Plan. The Subscriber may extend access by making a further payment before or after the end of the paid period.
5. The Subscriber may cancel a paid Plan at any time in the Account settings. The cancellation takes effect at the end of the paid Billing Period; thereafter the Account is switched to the Free Plan and the Subscriber Data are retained. An upgrade to a higher Plan takes effect immediately with a proportionate additional payment, and a downgrade to a lower Plan takes effect from the beginning of the next Billing Period.
6. The Service Provider issues structured invoices in the National e-Invoicing System (KSeF), including for foreign Subscribers; a visualisation of the invoice is sent to the Subscriber's e-mail address. At the Subscriber's request, an invoice may be issued in a currency other than PLN.
7. The reverse charge mechanism applies to Subscribers from another EU Member State holding a valid EU VAT number. The Subscriber is obliged to provide a correct EU VAT number; the Service Provider verifies it in the VIES system. If the number proves to be invalid, the Service Provider adds VAT at the Polish rate.
8. Individual discounts are granted by the Service Provider at its discretion. In the event of a downgrade to a lower Plan or a reduction in the number of Users below the number on the basis of which the discount was granted, the discount may be reduced accordingly or expire, unless the parties agree otherwise.
9. In the event of non-payment, the Service Provider may, after an unsuccessful demand for payment setting a 7-day deadline, switch the Account to the Free Plan or restrict access to paid functions. Subscriber Data are not deleted for this reason.

§ 7. Rules for using the Application

1. The Subscriber and Users undertake to use the Application in accordance with the law, the Terms of Service and good practice, and in particular not to enter unlawful content, content infringing the rights of third parties (including copyright in photographs, descriptions and documents) or malware, and not to take any actions disrupting the operation of the Application.
2. The following are prohibited: (a) circumventing security measures and Plan limits, (b) automated retrieval of data from the Application other than through the API made available, in particular bulk copying of the RMS System Database, (c) generating load in a manner that threatens the stability of the Application, (d) sending unsolicited commercial information by means of the Application.
3. **Specially protected data.** The Application is not intended for processing special categories of personal data (e.g. health data), PESEL numbers or scans of identity documents. If the Subscriber nevertheless enters such data, it does so at its own risk as the controller of such data and shall ensure that there is a legal basis for their processing.
4. If the Subscriber uses functions showing Users' activity (e.g. presence in the Application), it is responsible for ensuring that such use complies with labour law and personal data protection law in relation to its employees and associates.

§ 8. Offers, calculations and document templates

1. The Application is a tool supporting the preparation of offers, cost estimates, projects and invoices. Before sending or using a document, the Subscriber shall check its content, including items, quantities, prices, discounts, totals and taxes, in the preview or in the generated PDF file. Agreements with End Customers are concluded by the Subscriber in its own name; the Service Provider is not a party to them.
2. If an error in calculations or in the presentation of a document is identified, the Subscriber shall report it without delay as a complaint (§ 11). To determine the cause of the error, the parties shall use the history of changes and versions of the document recorded in the Application.
3. Document templates may contain sample texts (e.g. terms of cooperation or warranty terms). These are sample templates which do not constitute legal advice and must be adapted by the Subscriber to its situation and the applicable regulations, in particular consumer protection regulations if the End Customer is a consumer. The Subscriber is responsible for the content of the documents sent.
4. The data in the RMS System Database are for information and illustrative purposes, on the terms set out in the Module-Specific Terms for the RMS System Database module.

§ 9. Availability, Technical Breaks and backups

1. The Service Provider exercises due diligence to ensure that the Application is available continuously, but does not guarantee its uninterrupted availability. The Service Provider is not liable for interruptions in the availability of the Application resulting in particular from Technical Breaks, failures, force majeure, the operation of third-party services over which the Service Provider has no control (including Google, payment operators and the KSeF system), or actions of the Subscriber.
2. The Service Provider remedies failures without undue delay. Interruptions in the availability of the Application lasting in total no more than 48 hours in a calendar month, as well as the interruptions referred to in para. 1, do not constitute non-performance or improper performance of the agreement and do not entitle the Subscriber to a reduction of the fee.
3. The Service Provider gives notice of Technical Breaks in the Application or by e-mail.
4. The Service Provider makes backups of the Application database, as a rule daily, and retains them for 7 days. Backups do not cover files stored in the Application (attachments, photographs, documents). Backups serve solely to restore the Application after a failure and do not replace the Subscriber's own copies. The Subscriber may download its data at any time in accordance with § 17 and, if it is unable to do so itself, may request that they be made available by e-mail to kontakt@sccot.pl.

§ 10. Technical support and Service Provider access to the Account

1. Technical support is provided on business days, as a rule via chat in the Application during the hours 7:00–17:00 and by e-mail during the hours 7:00–15:00. The Service Provider does not guarantee the time within which a response will be given or a request resolved.
2. Authorised employees and associates of the Service Provider may access the Account and Subscriber Data to the extent necessary to provide the Services, in particular to provide technical support at the request of the Subscriber or a User, to remedy a failure or error, to ensure the security of the Application and to perform obligations arising from the law.
3. The persons referred to in para. 2 are bound by confidentiality. Access does not include the use of Subscriber Data for purposes other than those indicated in para. 2.

§ 11. Complaints

1. Complaints concerning the Services may be submitted by e-mail to kontakt@sccot.pl or in writing to the Service Provider's address. A complaint should contain the Subscriber's details, a description of the problem and, if possible, the date on which it occurred and screenshots. The Subscriber may use the model form constituting Annex 5; use of this model is not mandatory.
2. The Service Provider shall consider a complaint within 14 days of its receipt and shall notify the outcome by e-mail. Failure to respond within this period to a Subscriber who is an ECR shall mean that the complaint has been accepted.
3. If a complaint is upheld, the Service Provider shall remove its cause within a reasonable time. This does not limit the claims of an ECR arising from the provisions on the conformity of a digital service with the agreement (§ 14).

§ 12. Liability

1. The Service Provider provides the Services with due diligence. The Subscriber acknowledges that the Application, like any software, is not and will not be free of errors. The Service Provider remedies reported errors without undue delay; remedying an error constitutes the Service Provider's sole performance in this respect, subject to para. 5.
2. The Service Provider is not liable for: (a) the content of Subscriber Data and of documents sent by the Subscriber to End Customers, (b) the consequences of failure to check documents before sending them (§ 8(1)), (c) the operation of third-party services with which the Subscriber integrates the Application (e.g. Google, e-mail providers, providers of data to the RMS System Database), (d) the consequences of the Subscriber or Users disclosing login credentials or links to third parties, (e) the consequences of errors in the Application, including errors in calculations or in the presentation of documents, in particular errors detectable in the course of the verification referred to in § 8(1), (f) administrative, tax or fiscal penal sanctions imposed on the Subscriber.
3. **National e-Invoicing System.** The Service Provider is not liable for the availability, operation or changes of the National e-Invoicing System, in particular for interruptions in its operation, the rejection of a document by that system or the consequences of changes introduced by administrative authorities. The Service Provider exercises due diligence to ensure that the Application functions supporting KSeF comply with the applicable logical structure of the structured invoice and, if any non-compliance is identified, remedies it without undue delay.
4. The total liability of the Service Provider towards the Subscriber under the agreement, irrespective of the legal basis, is limited to actual loss, but not more than the amount of the fee paid by the Subscriber for the Billing Period in which the event causing the damage occurred. The Service Provider is not liable for lost profits. The Service Provider bears no liability for damages towards a Subscriber using the Free Plan or the free trial period.
5. The limitations and exclusions of liability in § 12(2)–(4) do not apply: (a) to damage caused intentionally or through gross negligence, (b) towards an ECR to the extent that the law does not permit their exclusion or limitation.

§ 13. Illegal content (DSA notices)

1. Any person may notify the Service Provider of content available in the Application or via a shared link which that person considers to be illegal, by e-mail to kontakt@sccot.pl or via the form available at sccot.pl.
2. A notice should contain: a sufficiently substantiated explanation of the reasons why the notifying person considers the content to be illegal; a clear indication of the exact electronic location of the content (URL address); the name or business name and e-mail address of the notifying person (except for notices concerning offences referred to in Articles 3–7 of Directive 2011/93/EU); and a statement that the notifying person is acting in good faith and believes the information contained in the notice to be accurate and complete.
3. The Service Provider processes notices without undue delay, in an objective and non-arbitrary manner. If content is removed, access to it is restricted or the Account is restricted, the Service Provider provides the Subscriber with a statement of reasons for the decision, together with its basis, information on how it was taken and information on the possibility of challenging it.
4. Point of contact for the authorities of the Member States, the European Commission and the European Board for Digital Services, and for recipients of the service: kontakt@sccot.pl. The languages of communication are Polish and English.

§ 14. Entrepreneurs with Consumer Rights

1. The provisions of this section apply solely to Subscribers who are ECRs.
2. **Withdrawal from the agreement.** An ECR may withdraw from the agreement without giving any reason within 14 days of its conclusion and, where a paid Plan was purchased after the expiry of that period, also within 14 days of the date of the first payment for that Plan. The statement of withdrawal may be submitted in particular by e-mail to kontakt@sccot.pl or using the model form constituting Annex 4. If the ECR requested that the provision of a paid Service begin before the expiry of the withdrawal period and acknowledged the consequences of that request, the ECR shall pay remuneration proportionate to the period of provision until the moment of withdrawal.

3. **Conformity of the Services with the agreement.** The Service Provider is liable towards an ECR for the conformity of the Services with the agreement on the terms of Chapter 5b of the Polish Consumer Rights Act. In the event of non-conformity, the ECR may demand that the Service be brought into conformity and, in the cases specified in that Act, a price reduction or withdrawal from the agreement.
4. A change to the Services which materially and adversely affects the ECR's access to or use of the Services entitles the ECR to terminate the agreement within 30 days of the change or of being informed of it.
5. § 20(3) (competent court) does not apply to an ECR if this would be contrary to mandatory provisions of law.

§ 15. Intellectual property rights

1. The Application, its code, layout, graphics, documentation and the RMS System Database (except for the supplier data referred to in the Module-Specific Terms) are the property of the Service Provider or are licensed to it.
2. The Service Provider grants the Subscriber a non-exclusive, non-transferable licence to use the Application via a web browser for the term of the agreement, within the scope of the selected Plan. The licence does not include the right to decompile or modify the Application or to make it available to third parties other than Users.
3. Subscriber Data belong to the Subscriber. The Subscriber grants the Service Provider a free-of-charge licence to store, process, reproduce and display Subscriber Data solely to the extent necessary to provide the Services (including making them available to End Customers indicated by the Subscriber), to make backups and to perform legal obligations.
4. The Subscriber may use documents generated in the Application without time limitation, including after the termination of the agreement.
5. The Subscriber warrants that it holds the rights to the content entered into the Application (including photographs, descriptions, logos and attachments) and releases the Service Provider from liability towards third parties in this respect.
6. The Service Provider may use, free of charge, suggestions and feedback concerning the development of the Application submitted by the Subscriber or Users.
7. The Service Provider analyses the manner in which the Application is used for the purpose of its development, improving the quality and security of the Services and planning new functions. The analysis covers data on the use of individual functions, including data linked to the Account and to the characteristics of the Subscriber's business (size, industry, selected Plan). The analysis does not cover the content of Subscriber Data (offers, records, documents, correspondence or files). The Service Provider uses and discloses the results of the analyses solely in aggregated form that does not allow the Subscriber or any User to be identified.
8. The rules for the use of external analytics and marketing tools, including the conditions of consent, are set out in the Cookie Policy.

§ 16. Information on cooperation in the Service Provider's materials

1. The Subscriber consents to its name and logo being placed on the Service Provider's list of customers on the sccot.pl website and in informational materials. This consent may be withdrawn at any time in the Account settings or by e-mail; the Service Provider then removes the information within 14 days.
2. The preparation of a case study, including one containing statements or the image of persons acting on behalf of the Subscriber, requires the separate consent of the Subscriber and of those persons.

§ 17. Switching providers, data export and termination of the agreement

1. The Subscriber may terminate the agreement at any time by submitting a notice by e-mail to kontakt@sccot.pl or by deleting the Account in the Application settings, if this function is available. Cancellation of a paid Plan does not constitute termination of the agreement (§ 6(5)).
2. The Subscriber may at any time, including for the purpose of switching providers or transferring data to its own infrastructure, download Subscriber Data comprising: counterparties, offers, projects, invoices, tickets and records of the RMS Own Database in spreadsheet format (XLSX), and files and attachments in a ZIP archive, with their names and assignment to documents preserved. The export

does not cover the RMS System Database; the rules for exporting records created on its basis are set out in Module 5 paras. 5–7 of the Module-Specific Terms.

3. Until the self-service export function is made available, the Service Provider prepares and makes Subscriber Data available at the Subscriber's request sent to kontakt@sccot.pl, free of charge, within 14 days of the request.
4. After termination of the agreement, the Subscriber has 30 days to download the Subscriber Data (transition period). At the Subscriber's justified request, this period may be extended once. During this time, the Service Provider provides assistance with the export. The Service Provider does not charge any fees for switching providers or for data export.
5. After the expiry of the period referred to in para. 4, the Service Provider permanently deletes Subscriber Data from production systems within 7 days, and from backups within their rotation period, no later than after a further 7 days, except for data whose retention is required by law (e.g. data for the Service Provider's invoices).
6. The Service Provider may delete an Account on the Free Plan that has not been used for at least 12 months, after notifying the Subscriber by e-mail at least 30 days in advance. Before deletion, the Subscriber may download the Subscriber Data in accordance with § 17(2)–(3).
7. The Service Provider may terminate the agreement with 30 days' notice for important reasons, in particular the discontinuation or material change of the provision of the Services, a change in the law, or technical or security reasons. The Service Provider may terminate the agreement with immediate effect if the Subscriber grossly or persistently breaches the Terms of Service, in particular § 7, after an unsuccessful demand to cease the breaches (unless the breach threatens the security of the Application or of other Subscribers). § 17(4)–(5) apply accordingly.

§ 18. Amendments to the Terms of Service

1. The Service Provider may amend the Terms of Service for important reasons, which are: (a) a change in the law or a decision of an authority, (b) the introduction, change or withdrawal of functionalities or modules, (c) a change in payment methods or service providers, (d) the need to ensure security, (e) a change of prices in the Price List, (f) improving clarity or removing ambiguities.
2. The Service Provider notifies the Subscriber of an amendment by e-mail and in the Application at least 14 days before it enters into force, and in the case of a price change at least 30 days before it enters into force. Amendments required by law or by a decision of an authority may enter into force within the time limit required thereby.
3. A Subscriber who does not accept the amendments may terminate the agreement before the date on which they enter into force, with effect as of that date. Failure to terminate the agreement before the date on which the amendments enter into force constitutes acceptance of the amendments. A price change does not apply to a Billing Period that has already been paid for.
4. The Application records the acceptance of each version of the Terms of Service (date, version, User).

§ 19. Personal data

1. The rules for the processing of personal data for which the Service Provider is the controller are set out in the Privacy Policy available at sccot.pl/regulaminy. The rules for the use of cookies are set out in the Cookie Policy.
2. With respect to Subscriber Data containing personal data, the Service Provider acts as a processor under the Data Processing Agreement, which constitutes an annex to the Terms of Service and is concluded together with the agreement for the provision of Services.
3. The use by the Subscriber of the functions of the Application in accordance with the Terms of Service, in particular the activation of a module or integration and a change of Plan, constitutes an instruction for processing within the meaning of Article 28(3)(a) GDPR.

§ 20. Final provisions

1. The agreement is governed by Polish law, including in relations with foreign Subscribers.
2. The parties shall seek to resolve disputes amicably.
3. Disputes shall be resolved by the common court having jurisdiction over the Service Provider's registered office, subject to § 14(5).

4. The Terms of Service enter into force on 1 November 2026. With respect to Subscribers who concluded the agreement before that date, the procedure for amending the Terms of Service (§ 18) applies.
5. **Confidentiality.** Each party undertakes to keep confidential the non-public information of the other party obtained in connection with the performance of the agreement, in particular Subscriber Data, individually agreed commercial terms and technical and commercial information concerning the Application, and to use such information solely for the purpose of performing the agreement. This obligation applies for the term of the agreement and for 3 years after its termination. It does not apply to publicly available information, information whose disclosure is required by law or by a competent authority, or information disclosed to entities acting on behalf of a party who are bound by confidentiality.

Annexes

Annex 1: Price List (sccot.pl/cennik)

Annex 2: Module-Specific Terms (separate document)

Annex 3: Data Processing Agreement together with the List of Sub-processors (separate document)

Annex 4: Model Withdrawal Form (for ECRs)

Annex 5: Model Complaint Form