



# Terms And Conditions

## 1. Introduction

These Terms and Conditions ("**Terms**") refer to your use of the CHECLY application as well as all updates thereof ("**App**").

These Terms detail both your rights and your obligations in using the App. Please take the time to read through these Terms carefully because as a user of the App, you will be legally bound to adhere to these Terms. Please be advised that the Terms may be updated from time to time. We will inform our users of these changes on an ongoing basis.

For detailed information on how we process your personal data, please see our **Privacy Policy**.

To use the App, you must accept these Terms during the signup process. Your access to and use of the App is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the App.

By using the App, you agree to be bound by these Terms. If you do not agree to these Terms, you must discontinue your use of the App.

If you are using the App for and on behalf of an organization, you may do so by simply signing up for the App. If you are using the App for and on behalf of an organization, you shall be, and shall be presumed to be empowered by and/or properly authorized for and on behalf of that organization and you and the organization shall be jointly and severally subject to this Terms. If you no longer remain a duly authorized representative of the organization, you shall be responsible to immediately inform us, in which case the organization shall remain subject to the Terms, and the organization shall contemporaneously proceed to inform us of the new authorized representative. Until a new authorized representative has been notified to us, you shall remain responsible as aforesaid. We shall not be held liable should a person without the necessary power/non-properly authorized person enter into these Terms for and on behalf of an organization.

## 2. About us

The App is offered by **Checly Spółka z ograniczoną odpowiedzialnością** with its registered office in Lublin at: ul. Związkowa nr 26 (20-148 Lublin), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Lublin Wschód in Lublin with its registered office in Świdnik, VI Commercial Department of the National Court Register under



KRS number: 0001016875, having REGON number: 524337314 and NIP number: 7123448865 ("Checly", "we", "us", and "our").

### 3. Device requirements

In order to use all the functionalities of the web version of the App correctly, you need a web browser and an Internet access.

While using the App, data and internet usage charges may be incurred. Please check with your mobile or internet service provider beforehand for information on any additional fees they may charge.

If you are using a device that doesn't belong to you, you must get permission from the owner of the device if you want to use. By using the App, you accept responsibility in accordance with these Terms, whether or not you actually own the device while using the App.

### 4. Services provided via the App

Using the App is voluntary.

The services provided via the App include, in particular, the following:

- (a) keeping an account,
- (b) creating inspections/tasks,
- (c) reporting the inspections and incidents,
- (d) creating and exporting reports,
- (e) statistical data analysis,
- (f) other services available in the App.

The scope of services/functionalities of the App may vary depending on the subscription type.

### 5. Your obligations

You must use the App in a manner compliant with these Terms, the applicable laws and good morals, having respect for our intellectual property rights and third-party rights.

You cannot take action that could have a negative effect on operation of the App, in particular you cannot:

- (a) use the App for activities deviating from its purpose,
- (b) publish unlawful content in the App,
- (c) do anything that could disable, overburden, or impair the App, such as a denial of service attack or interference with page rendering or other functionality,

- (d) introduce harmful data to the App as an IT system, including but not limited to malware, i.e. viruses, spyware, etc.,
- (e) modify, adapt, translate or create derivative works of the App, nor decompile or reverse engineer the App except as is permitted by the applicable laws.

## 6. License to use the App

The App is licensed to you, not sold. This means that the App belongs to us and our licensors and we and our licensors continue to own the App after it is used on the device you own or control.

Under these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable licence to use the App for professional/business purposes of your organization, in accordance with these Terms.

The license is territorially unlimited, which means you can use the App without territorial restrictions.

The license is granted for the period when the App is subscribed by your organization (including a free trial, if any).

You may not transfer any rights or obligations related to the use of the App to any third party, without our prior, explicit consent.

Please respect our intellectual property rights. You must not modify, adapt, translate or create derivative works of the App, nor decompile or reverse engineer the App except as is permitted by law. Moreover you must not remove or change any copyright, trademark or other proprietary notices.

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the App ("**Feedback**"), then you accept that you grant us an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to modify or improve the App and create other products and services, however we deem it appropriate. All rights to any modifications or improvements to the App or new products and services created as result of your Feedback belong to us.

## 7. Account

To access the App, you must register for an account. You must be at least 18 years of age to create an account within the App. Each user must have an individual account. You have the right to open a single account under your name and contact information. Users don't have the right to open more than one account.



To sign up for a new account, fill in the “Sign up” form, providing your name, surname and email address and set your password. Click on the confirmation link sent to the email address you provided to confirm your email address and activate account.

When signing up for a new account in the App and throughout your use of the App, you must provide an accurate and current email address. Failure to provide us with a valid email address may prevent us from creating your account and prevent you from using the App as intended.

You must ensure that the email address associated with your account is up-to-date and that you have full access to your mailbox. If you switch your email address, you will need to update the address associated with your account. It will not be done automatically.

You are advised to keep the login credentials strictly confidential and to refrain from disclosing these to anyone. We will not be held responsible for unauthorized access to your account arising from your failure to keep your login credentials safe and secure.

The App is intended for professional and business use, and not for private individuals/consumers. Thus, a valid organizational email is required for signing up for the App.

The first user within the organization creates an organization and automatically becomes the organization admin.

The organization admin is responsible for:

- (a) creating and managing the organization within the App;
- (b) selecting the subscription plan and payment methods;
- (c) billing and invoicing process;
- (d) creating new user accounts within the organization;
- (e) managing user accounts within the organization.

Deletion of the organization within the App by the organization admin is irreversible and results in loss of all data, such as templates, inspections and reports associated with the organization as well as deletion of all users assigned to the organization.

## **8. Subscription. Fees**

Details of the subscription plans are available on our website. Using the App on the basis of the enterprise subscription plan requires entering a separate agreement with us.

The subscription period begins on the day of the month on which we have credited the full amount due for the first payment of the subscription fee. The subscription period ends on the date which corresponds to the initial day on which the subscription period began and, if there was no such day in the following month, on the last day of the month. Any additional payments (bank- and post-related) are borne by you.



The subscription plan may be changed upon your express request. The change of the subscription plan will be effective immediately.

Subscription fees are due for the use of our App. We reserve the right to offer a free trial period to test the App. The free trial period can be used only once for a given organization.

Fees are subject to change without further notice. In case the prices are to be adjusted upwards, you shall be notified of the change in advance.

All fees are without VAT or other taxes, which will be added to the fees if required by the applicable laws.

Unless agreed otherwise:

- (a) the billing period is a month;
- (b) subscription fees are paid in advance for consecutive billing periods.

The preferred payment method is by a debit or credit card. By providing the card information, you allow us to charge your card for future payments in accordance with these Terms and the selected subscription plan, until you cancel your subscription.

You will be charged for your subscription on the first day of each billing period using the payment method you specified above. We will keep your payment information securely on the external provider Stripe, Inc. Your credit card issuer may charge foreign transactions or cross-border fees in addition to the total price.

Online payments made via our website are handled by Stripe, Inc.

In case you wish to choose a different billing method, please contact us.

We reserve all rights to, at our sole discretion, limit the functionality of the App, suspend your account/prevent access to the App and/or delete your account unless the due subscription fees are paid in full in a timely manner.

## **9. Fraud, misuse or breach**

If you breach these Terms or applicable laws, or if we have reasonable grounds to suspect fraud or misuse of the App by you or a third party using your account in the App, we reserve the right to terminate your right to use the App (delete your account in the App) without notice.

We will notify you thereof via the email address you have provided.

From the date we've given you notice of termination, your account in the App will be deleted, you will no longer be able to use the App and all control process data will be lost.

You accept and agree that we reserve the right to, and may from time to time, monitor any and all information transmitted or received through the App for operational and other purposes. If we, at any time, choose to monitor the content, we still assumes no responsibility



or liability for content or any loss or damage incurred as a result of the use of content. Nevertheless, we do not have any obligation to monitor any user content or the use of the App by its users and do not assume any responsibility or liability related to it.

## 10. Communication with you

If we need to send you a general notice or general information, we will send a notification within the App or we may contact you by email using the email address associated with your account.

## 11. Personal data processing addendum

If you upload personal data to the App and process them using the App as part of the services provided by us, we act as the processor in relation to such personal data. In such a case the terms and conditions of **Personal Data Processing Addendum** apply.

## 12. Support. Queries and complaints

If you need support in relation to the App, particularly in the case of any problems you have may using the App, including any errors, bugs or interruptions, as well as any queries or complaints related to the App please review our FAQs, or alternatively contact our support team at [hello@checly.app](mailto:hello@checly.app).

If you have a complaint you should submit it by:

- (a) Via post to our correspondence address: Checly sp. z o.o., ul. Związkowa nr 26 (20-148 Lublin), or
- (b) Via email to the following email address: [hello@checly.app](mailto:hello@checly.app).

In the complaint you should include all information necessary for the proper handling of the complaint. In particular these information should include: your identification data, the subject matter of the complaint and a detailed description of the situation which the complaint refers to.

You will be informed of our decision regarding the complaint via email sent to the address indicated by you, and in the absence of such indication, to the address from which we received the complaint. If the information provided in the complaint does not allow us to handle it properly, we may request additional information from you.

We endeavour to respond to your query or complaint in a timely fashion – we anticipate a maximum of 14 days to resolve any issues.



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Your complaint handled in accordance with these Terms shall not be subject to further or reconsideration.

### **13. No warranty**

The App is provided on an "AS IS" and "AS AVAILABLE" basis. This means that you accept that the App may contain errors, bugs or inaccuracies, which we endeavour to address and resolve on an ongoing basis.

We disclaim all warranties of any kind, whether express or implied, relating to the App and content available through the App, including statutory warranty for defects, merchantability, fitness for a particular purpose, title, quiet enjoyment, or non-infringement. Except as expressly stated elsewhere in these Terms, all representations, warranties, conditions and other terms whether express or implied are hereby excluded to the fullest extent permitted by law.

We do not guarantee that the App is complete, reliable and accurate, nor do we guarantee that any errors, bugs or inaccuracies in the App will be fixed or that the App will meet your requirements, or that it will achieve an intended result established by an individual user. The App has not been developed to meet your individual requirements, however we will endeavour to improve your user experience on an ongoing basis.

From time to time we may make updates available to you to fix errors, bugs or inaccuracies in the App or improve performance of the App and/or enhance its functionality. We will notify you of any updates of the App available at given time. We recommend that you promptly install all updates of the App that are made available to you to ensure you are accessing the most current version of the App.

We do not guarantee the uninterrupted access to the App at any particular time or location. We may need to interrupt access to the App for maintenance purposes, either on a scheduled or emergency basis. We will endeavour to notify you in advance of any scheduled interruption in access to the App. Moreover, access to the App may be interrupted for reasons outside of our reasonable control (*force majeure*).

### **14. Limitation of liability**

Under no circumstances shall we be held liable to you or any third party for any indirect, incidental, punitive, special or consequential damages or any loss of profits, use, data or other intangible property resulting from, arising out of or in any way relating to these Terms or the subject matter hereof, even if we have been advised of the possibility of such damages.



We shall not be deemed to be in default hereunder, nor shall it be held responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to reasons beyond our reasonable control (*force majeure*). In such events, we will endeavour to (a) give you notice thereof within a reasonable timeframe given the circumstances, and (b) take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure upon which such notice is based.

Where we are found to be liable to you, the user, our total liability (regardless of the number of claims brought) shall not exceed the total value the amount you have paid us for access to and use of the App in the 12 months prior to the event or circumstance giving rise to claim.

We do not exclude or limit in any way our liability in cases where it would be contrary to the mandatory provisions of law, including for damage caused wilfully.

## **15. Indemnification**

You agree, upon demand, to indemnify us and our directors, officers, employees and agents, to the fullest extent permitted by law, against and from any claim, demand, liability, expense or loss, including reasonable attorneys' fees due to or arising out of, or in any way connected with your use of or access to the App, your provision, access, disclosure or use of any data, confidential information or personal data, your violation of any obligations under these Terms, your use, or the use by any other person, of your login credentials.

## **16. Changes to these Terms**

We reserve the right to change these Terms from time to time. All updates to the Terms of service will be published on our website. We recommend that you review these Terms periodically for any changes.

We will inform you of any changes we make to these Terms via email address you provided to us and/or via a notification within the App. If we plan to change these Terms in any way that affects you adversely we will notify you thereof 30 days in advance.

If you continue to use the App after the changes to these Terms come into force, you thereby accept the new Terms.

Should you object to any changes to these Terms, your sole recourse is to terminate your use of the App.

## **17. Discontinuation of the App**

We reserve the right to discontinue the App and delete your account in the App where we have legal, security, technical or commercial reasons to do so.



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We will notify you thereof 30 days in advance via the email address associated with your account or via pop-up notification in the App.

You will be able to use the App in accordance with these Terms until the day of discontinuation the App.

All accounts will be deleted and data associated therewith will be lost thereafter.

## **18. Cancellation of the subscription. Deleting your account in the App**

The organization admin can cancel the Enterprise subscription with 30 days' notice effective at the end of the billing period. To cancel the subscription you should contact us at [hello@checly.app](mailto:hello@checly.app) and submit your request. The organization admin can cancel the Pro and Team subscriptions by themselves using the Billing tab in the Setting module in the app.

We reserve the right to delete organization admin account and all user accounts associated with the organization after 14 days of the expiration of the subscription.

Your account can be deleted by the organization admin. If you wish us to delete your account in the App you can contact us at [hello@checly.app](mailto:hello@checly.app) and submit your request. We reserve the right to delete your account in the App without prior notice and with immediate effect if you have not actively used the App for 6 consecutive months.

We reserve the right to cancel the subscription with 30 days' notice effective at the end of the billing period.

We reserve the right to cancel the subscription without prior notice and with immediate effect or delete the account in case of breach of these Terms.

We will notify you of the cancellation of the subscription to the email address associated with the organization admin's account. We will notify you of the deletion of your account to the email address associated with your account.

Following the deletion of your account you will no longer be able to use the App and all data associated therewith will be lost.

## **19. Governing law. Jurisdiction**

These Terms of service, their subject matter and their formation, are governed by the laws of Poland.

Any disputes arising out of these Terms or related to the use of the App shall be resolved by the Polish common court having jurisdiction over the registered seat of Checly.



## **20. Final provisions**

We reserve the right to assign any or all of our rights and obligations under these Terms, but we will ensure that the transfer will not affect your rights hereunder. You, on the other hand, may not without our written consent assign any of your rights and obligations hereunder.

Any failure by us to enforce any of our rights or obligations set out within these terms will not constitute a waiver of our rights to subsequently enforce such provision or any other provision of these terms.

The invalidity or unenforceability of any one or more sections of these Terms shall not affect the validity or enforceability of its remaining provisions, and each provision of these Terms shall be effective to the maximum extent permissible under applicable law.

These Terms constitutes the entire agreement of the parties with respect to the matters contemplated hereby.

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