

Terms of Use

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Article 1

General Provisions

1. The Provider of CALAMARI web application is Calamari spółka z ograniczoną odpowiedzialnością spółka komandytowa (Tax ID: PL 5252741247), registered office: ul. Chmielna 2/31; 00-020 Warsaw, Poland, e-mail: office@calamari.io.
2. CALAMARI web application (hereinafter referred to as the "Application") allows you to manage staff absence and register staff working hours.
3. The Application consists of modules. Each module's features and price list are available at <http://calamari.io>
4. The Terms of Use (hereinafter referred to as "Terms of Use") specify:
 - a) types and scope of services provided by electronic means by the Provider;
 - b) terms of use of CALAMARI web application;
 - c) terms of concluding and terminating contracts;
 - d) complaints procedure.
4. The use of Application is charged in accordance with Article 5 of these Terms of Use.
5. Prior to concluding the contract, the Provider offers to the Client free access to the Application (so called Application trial period).
6. The Operator bears no liability for problems or restrictions of technical nature in the hardware used by the User which make it impossible for the User to use the Website and Services offered by the Website.
7. All matters not provided for by these Terms of Use shall be regulated by the Polish law, including Polish Civil Code.

Article 2

Application Trial Period

1. In order to learn the scope of the Application, the Provider offers to each potential Recipient (Client) free access, limited to a specific period, to the Application (so called free trial period).
2. Information on the length of the free trial period is given on the Provider's website: <http://calamari.io>.
3. In order to get free access to the Application for a trial period, the Client has to sign up in the Application (following the steps in the Application provided in CALAMARI Sign up tab) and submit a statement that the Client has read these Terms of Use.
4. In order for the Client to sign up, you have to create an account in the Application and provide Client's name and e-mail address and indicate a person authorised to register the Client in the Application.

5. After the free trial period has expired, in order for the Application to work correctly, the Recipient is obliged to complete company details indicated when registering the company in the Application, in particular the Recipient should provide:

a) company business name;

b) personal data and email address of a person authorised to give declaration of will on behalf of the Recipient;

c) registered seat of the entrepreneur and place of business, if different than the registered seat of the entrepreneur;

d) tax identification number and number in the register of entrepreneur;

e) business email address;

and to make subscription fee.

Article 3

Terms of Use of Application

1. Access to the Application is via Internet only.

2. Access to the Application is possible with one of commonly used internet browsers: Google Chrome, Mozilla Firefox, Microsoft Internet Explorer in the newest versions.

3. The Provider provides IT services related to CALAMARI Application via Internet only.

4. The Provider does not provide paid services for the individual customers; the Provider does not provide paid access to the Application to the individual customers.

5. Prior to starting to use the CALAMARI Application and Provider's services, the Recipient shall confirm that they have read and accept the Terms of Use and that they will follow it.

6. The Provider represents that the Application is accessible to the Recipients continuously; it is, however, possible that the Provider will temporarily suspend the access to the Application for technical reasons (due to a breakdown, necessity to fix, maintain, modernize or expand the systems supporting the Application).

7. In case of a technical interruption of more than 24 hours, the Recipient may extend the subscription period, during which the technical interruption took place, by as many days as the interruption lasted.

8. In case of a change in the details required in the registration process, the Recipient is obliged to immediately make necessary corrections in their profile settings.

9. The Recipient gets access to the Application by providing their ID, login and password. The login of the Recipient's first user is created at registration (it is generated automatically by the system), and logins of other users are created by the Recipient's first user during system configuration. The Application's Provider bears no liability for disclosing by the Recipient the login and password to third parties.

10. The Recipient may check at any time their details provided to the Application at registration by logging into their profile; this way the Recipient may also modify and correct any errors.

Article 4

The Contract

1. The contract is understood to have been concluded between the Provider and the Recipient as at the moment of paying the subscription fee for the access to the Application, preceded by filling the registration form, setting up an account in the Application and submitting a statement confirming that the user has read the Terms of Use.
2. The Contract is concluded for the period specified by the purchased subscription.
3. Should the Recipient wish to conclude the contract with the Provider for another period, paying the subscription fee for another period (in accordance with current price list) is understood as concluding the contract for another period.
4. A person authorised to enter into legal transactions on behalf of the Recipient may register the Recipient in the Application. The authorisation is verified based on the entries concerning the Recipient in official registers of entrepreneurs.
5. Prior to concluding the contract with the Provider, each potential Recipient (Client) is entitled to a free trial period of the Application. During the trial period, the Provider does not charge the customers. The length of the free trial period offered by the Provider is published on the Provider's website.
6. During the free trial period, the Client may enjoy all Recipient's rights and their rights and data are protected to the same extent.
7. Each Client may terminate the use of Application before the end of the trial period, without giving the reason. The declaration of termination should be sent to the following email address office@calamari.io.
8. If after the expiry of the free trial period the Client fails to pay the subscription fee, their account will be automatically blocked and then removed from the Application.
9. Prior to deleting the account, the Provider always makes it possible for the Recipient to download their data from the Application.
10. Paying the subscription fee by the Recipient for using the Application is the basis for continuing providing paid services within the Application.

Article 5

Fees

1. The Recipient makes payments for access to the Application and services provided by the Provider in the form of subscription for a specified period. The amount of subscription fee depends on the subscription period, number of registered but not removed accounts of employees authorised by the Recipient to have access to the CALAMARI Application (number of Application users at a given Client) and used modules.
2. The subscription fees are always published on the Application's Provider website: <http://calamari.io>.
3. The subscription fee is a net value (i.e. does not include VAT). The subscription fee is expressed in: EUR, USD, PLN.
4. The first subscription fee should be paid after the free trial period has expired, and after that before the end of the period for which the subscription fee has already been paid. The minimum length of subscription period is 1 month.
5. The subscription fee can be paid through credit card (Visa, MasterCard, American Express) and PayPal.

6. The invoice is issued no later than on the 15th day of month following the month when the subscription fee for the Application has been paid, and it is sent at the Recipient's request.

7. The invoice amount is calculated based on the price list published on the Application's website. When calculating the price, special offers organized by the Provider and discounts awarded individually by the Provider are also taken into account.

8. Any changes to the price list are published on <http://calamari.io> and they will bind the Recipient as from the next subscription period. The Recipient may terminate the use of the service if they do not agree to new fees.

Article 6

Termination of the Contract

1. The Provider may terminate this contract with immediate effect if the Recipient:

- a) acts illegally using the Application;
- b) acts to the detriment of the Provider;
- c) commits acts intended to breach safety of the data in the Application;
- d) makes an authorised attempt to access the Application.

2. After termination of the contract, the Provider allows the Recipient to download data from the Application, and immediately after that removes the Recipient's account from the Application.

Article 7

Temporary account block

1. At the request of a court or law enforcement authorities, the Provider may block the Recipient's access to their account in the Application for the period indicated in the request.

2. The Provider may block the Recipient's access to the account if the Recipient's incorrect usage of the system puts the Application at risk.

Article 8

Complaints procedure

1. Any Recipient may file a complaint for failure to provide or undue provision of the service, incorrect operation of the Application or incorrectly issued invoice.

2. The complaint should be filed in writing to the Provider's address or electronically at: office@calamari.io send from the email address provided by a Recipient in question at registration.

3. The complaint shall indicate: a) the Recipient's name, email address used at registration (if the complaint is filed in writing); b) time and circumstances when the problem with the Application operation occurred.

4. The complaint concerning an incorrectly issued invoice should indicate invoice number and amount as well as it should state inconsistencies.

5. The complaints are examined within 30 days following the date of complaint submission. If in order to duly examine the complaint, additional information is required, prior to examining the complaint the Provider requests such information, and the period for examining the complaint starts from the date of delivering the requested information to the Provider.

6. Decision on the complaint is sent to the Recipient's email address provided at registration in the Application.

Article 9

Responsibility of the Application's Provider

1. The Provider shall make every effort to ensure correct operation of the Application.
2. The Provider bears no liability for any damages resulting from incorrect usage of the Application by the Recipient, from inserting false or incomplete data and faulty hardware, software or connectivity used by the Recipient.
3. The Provider bears no liability for the Recipient's loss resulting from the software breakdown, loss of data and temporary inability to use the Application. The Provider bears no liability for business decisions of the Recipient made in relation to the Application.
4. The Provider bears no liability for damage made by disclosing the password or login by the Recipient to a third party.
5. The Provider bears no liability for any acts or obligations of the Recipients resulting from Application's operation, including accounting and tax obligations.
6. The Provider bears no liability towards the Recipients for failure to provide or undue provision of the Services resulting from third parties' fault (including telecom operators) or from force majeure circumstances.

Article 10

Recipient's Data

1. The Application's Provider stores and processes data disclosed to them by the Recipients in accordance with laws and regulations and [Privacy Policy](#) and [Data Processing Agreement](#) which are annexed to this Terms of Use.
2. By accepting these Terms of Use, the Recipient consents for the Provider to process the data pursuant to Data Processing Agreement.
3. The Provider may remove the Recipient's account if the Recipient breaches these Terms of Use, Privacy Policy, Data Processing Agreement and in other specific and reasonable cases.

Article 11

Changes to the Application

1. The Provider reserves the right to modify the Application, in particular to extend its operational scope.
2. The Provider will notify the Recipient of any substantial changes to the Application via email.
3. If the Recipient does not accept significant changes made to the Application by the Provider which decrease the scope of Application operation, the Recipient may submit a declaration of terminating the contract. The Contract shall be terminated as soon as the declaration is delivered to the Provider.

Article 12

Final Provisions

1. The Application's Provider reserves the right to modify the Terms of Use.

2. Any changes to the Terms of Use may occur in particular in case of:

a) technological or organizational changes in the Application's operation;

b) necessity to adjust the Application's operation and the Terms of Use to meet new laws and regulations.

3. The Provider shall notify the Recipients of any intention to change the Terms of Use by publishing the content of the new Terms of Use on the Application website.

4. The change to the Terms of Use becomes effective 21 (twenty-one) days of the date of publishing of the new version of the Terms of Use. If the Provider receives a written declaration that the Recipient does not accept new Terms of Use, the contract shall be terminated with immediate effect.

5. Any disputes resulting from the contract (conclusion, performance and termination) made between the Provider and the Recipient are governed by the jurisdiction of Polish courts and shall be resolved pursuant to the Polish law. The court shall be competent for the place of business of the Application's Provider.