

# TERMS OF SERVICE FOR THE WELDONE APPLICATION (SaaS)

## § 1. General Provisions

1. These Terms of Service (hereinafter: the "Terms") define the rules for the provision of electronic services within the **Weldone** web application (hereinafter: the "Application" or "System").
2. The Service Provider and operator of the Application is **WELDONE Łukasz Musiał**, with its registered office in Gliwice (44-100), ul. Robotnicza 2 lok. 1-006, holding the Tax Identification Number (NIP): 6312698901 (hereinafter: the "Service Provider").
3. The Application is intended **exclusively for entrepreneurs/business entities (B2B)**. The Service Provider does not provide services to consumers within the meaning of Article 22[1] of the Polish Civil Code. The creation of an Account by a natural person not conducting business activity is prohibited and has no legal effect.
4. Acceptance of these Terms during Account registration is voluntary but necessary to use the Application.

## § 2. Definitions

1. **Application** – the Weldone cloud-based software (SaaS) supporting the processes of quoting, material nesting, and production management in the metalworking industry.
2. **User** – an entrepreneur who has created an Account in the Application and accepted the Terms.
3. **Account** – the User's individual panel in the Application, defined by an e-mail address and password.
4. **Subscription** – a paid right to use the Application within a selected Pricing Plan for a specified Billing Period (e.g., a month or a year).

## § 3. Scope and Conditions of Service (SaaS)

1. The Service Provider makes the Application available to the User in the "Software as a Service" model via a web browser.
2. The User does not receive a copy of the software or access to its source code.
3. Proper use of the Application requires: an active Internet connection and a modern, up-to-date web browser (e.g., Chrome, Firefox, Safari).
4. The Service Provider reserves the right to introduce technical downtimes necessary for updating the Application. Whenever possible, Users will be informed of planned downtimes in advance.

## § 4. Fees and Payments

1. The use of the Application is subject to fees (excluding any trial period, if provided by the Service Provider).
2. Fees for using the Application are charged in advance, in accordance with the current Pricing Plan available on the website, in the form of an automatically renewing Subscription.
3. In the event of non-payment for the subsequent billing period, the Service Provider has the right to block access to the Account, and after 30 days of blocking – permanently delete the Account along with all data.
4. The User agrees to the issuing and sending of VAT invoices in electronic form to the e-mail address assigned to the Account.
5. The Service Provider does not refund collected fees in the event of the User's early resignation from using the Application during a paid Billing Period.

## § 5. Intellectual Property

1. All copyrights to the Application, its source code, interface (UX/UI), logo, and name belong to the Service Provider and are legally protected.
2. Upon acceptance of the Terms and payment for the Subscription, the Service Provider grants the User a non-exclusive, non-transferable, and time-limited license to use the Application solely for purposes related to the business activity conducted by the User.
3. The User is strictly prohibited from: reverse engineering, copying, modifying, reselling, or making the Application available to third parties.

## § 6. User Data and Confidentiality

1. All data entered into the Application by the User (e.g., drawings, CAD files, customer databases, quotes) remain the exclusive property of the User.
2. The Service Provider does not analyze or share the data entered by the User with third parties, subject to authorized state authorities, and undertakes to keep them strictly confidential.
3. If the User enters their customers' personal data into the Application, the User acts as the Data Controller of such data, and the Service Provider acts solely as the Data Processor. Acceptance of these Terms simultaneously constitutes the conclusion of a Data Processing Agreement.

## § 7. Application Performance and Rules of Liability

1. The Weldone team makes every effort to ensure that the cutting optimization algorithms (nesting), material calculations, and quotes operate precisely; however, **the Application acts solely as an auxiliary calculator.**
2. Due to the complexity of IT systems and the variety of input data, the results of the Application's operation **may be subject to error** (including algorithm errors at

specific dimensions, rounding errors, or incorrect data reading). The User uses the generated quotes, bills of materials (BOM), and nesting plans **entirely at their own risk**.

3. The Service Provider strongly recommends that before starting the physical cutting of valuable material, making purchases at a warehouse, or sending a final offer to a client, the User must each time perform an independent, verifying assessment of the correctness of the generated results.
4. All business, financial, and production decisions made based on data from the Application remain the autonomous decisions of the User. Therefore, the Service Provider shall bear no liability for any material losses, underestimated quotes for end clients, production errors, or lost profits (lucrum cessans).
5. If calculation errors or improper functioning of the Application are detected, the User is requested to immediately report this fact to technical support, which will allow for further improvement of the system.
6. In accordance with best B2B market practices, the total compensation liability of the Service Provider (excluding intentional fault) is limited to the equivalent of the net fees paid by the User for using the Application during the last 6 (six) months preceding the event causing the damage. The statutory warranty (rękojmia) for physical and legal defects of the software is entirely excluded.

## § 8. Termination of the Agreement

1. The User may cancel the Subscription at any time via the Account settings in the Application. The cancellation takes effect at the end of the current paid Billing Period.
2. The Service Provider may terminate the agreement and block the Account with immediate effect if the User violates the provisions of the Terms, in particular by attempting to breach the Application's security.
3. Upon the expiration of the Subscription, access to the Account is blocked, and the Service Provider has the right to permanently delete all User data after 30 days. The User is responsible for exporting their data independently before the end of the subscription.

## § 9. Final Provisions

1. The Service Provider reserves the right to amend these Terms and the Pricing Plan. Users will be informed of any changes via e-mail at least 14 days in advance.
2. Any disputes arising in connection with the use of the Application will be resolved amicably in the first instance.
3. In the absence of an agreement, the competent court for resolving disputes will be the common court with local jurisdiction over the registered office of the Service Provider (Court in Gliwice, Poland).
4. In matters not covered by these Terms, the relevant provisions of Polish law shall apply, in particular the Polish Civil Code.