ESSW Terms of Service

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§ 1. General Provisions

These Terms of Service govern the provision of **ESSW** — an ERP system for scrap and recyclable materials purchasing businesses, delivered in the SaaS (Software as a Service) model together with the customer portal available at **admin.essw.pl**.

The service provider is **AbejaIT Sp. z o.o.** with its registered office in Poznań, Aleja Wielkopolska 29 lok. 6, 60-603 Poznań, Poland, entered in the register of entrepreneurs of the Polish National Court Register (KRS) under number 0001235099 (District Court Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the KRS), tax ID (NIP): 7812108949; contact: e-mail biuro@abejait.pl (office) and awarie@abejait.pl (support/emergencies), phone +48 501 018 181 (sales), +48 512 222 240 (support/emergencies) (the “Provider”).

The customer is an entrepreneur (a natural person conducting business activity, a legal person, or an organisational unit) who has concluded a service agreement with the Provider (the “Customer”). The Service is intended exclusively for business entities (B2B).

§ 2. Definitions

- **Service** — provision of a dedicated instance of the ESSW ERP software to the Customer, together with infrastructure, maintenance, updates and backups.
- **Instance** — a separate environment of the Customer’s ESSW ERP application, available under a subdomain of the Provider’s domain (e.g. *company.n.essw.pl*) or under the Customer’s own domain.
- **Customer Portal** — the self-service panel at admin.essw.pl used, among other things, to manage orders, payments, billing documents and support requests.
- **Plan** — a Service variant defining the scope of modules and limits (e.g. number of users, branches, warehouses) and the price.
- **Billing Period** — the period for which the subscription fee is charged (monthly, annual, or one-time lifetime access, as offered).

§ 3. Scope of the Service

1. The Provider undertakes to: launch the Instance (provisioning), maintain it on server infrastructure, apply software updates, perform database backups and provide technical support through the Customer Portal.
2. The functional scope of the Instance (modules, limits of users, branches and warehouses) results from the selected Plan.
3. The Provider may release updates of the ESSW ERP system containing fixes, functional changes and security improvements. Updates may involve a short technical break (maintenance mode).
4. Backups of the Instance database are performed automatically according to a schedule and each time before an update. Backups are encrypted and stored in an external data storage service.

§ 4. Conclusion of the Agreement and Instance Launch

1. The agreement is concluded upon placing an order through the Customer Portal (or in another agreed form) and its payment or approval by the Provider.
2. After the payment is booked or the order approved, the Instance is launched automatically and access credentials are delivered to the Customer’s e-mail address.
3. The Customer is obliged to provide true registration data (including the tax ID) necessary for billing and invoicing.

§ 5. Payments

1. Fees result from the price list in force at the time of placing the order or from an individual offer.
2. Payments may be made through the electronic payment operator available in the Customer Portal or by bank transfer based on a billing document (proforma/invoice).
3. Invoices are issued electronically; the Provider may submit invoices to the Polish National e-Invoicing System (KSeF) in accordance with applicable law.
4. Failure to pay for the next Billing Period results — after a grace period — in suspension of access to the Instance. Access is restored once the outstanding payment is booked.

§ 6. Customer’s Obligations and Liability

1. The Customer undertakes to use the Service in accordance with the law, these Terms and the intended purpose of the system.
2. The Customer is responsible for the data entered into their Instance (including personal data of contractors and suppliers of materials) and for the lawfulness of its processing, in particular under the GDPR and regulations governing the purchase of recyclable materials and waste.
3. The Customer is responsible for keeping access credentials confidential and for the actions of users to whom they granted access.
4. Any actions threatening the stability or security of the infrastructure are prohibited, including unauthorised access attempts, overloading the system or tampering with the software.

§ 7. Service Availability and Support

1. The Provider makes efforts to keep the Service continuously available. The state of Instances is monitored automatically.
2. The Provider reserves the right to technical breaks necessary for maintenance, updates or failure recovery; where possible, the Customer is informed of planned works in advance.
3. Support requests are accepted through the Customer Portal (ticketing system and messenger) and at the Provider’s e-mail address.

§ 8. Provider’s Liability

1. The Provider’s liability for non-performance or improper performance of the agreement is limited to the amount of fees paid by the Customer for the last 12 months of the Service, unless mandatory provisions of law state otherwise.
2. The Provider is not liable for damage resulting from: acts or omissions of the Customer and its users, the content of data entered into the Instance, interruptions caused by force majeure, infrastructure failures beyond the Provider’s control, nor for lost profits.

§ 9. Term and Termination

1. The agreement is concluded for the Billing Period and is extended for subsequent periods upon payment of the next subscription (this does not apply to lifetime access).
2. The Customer may resign from the Service at any time; fees for a commenced Billing Period are non-refundable, unless mandatory provisions of law or individual arrangements state otherwise.
3. The Provider may terminate the agreement with immediate effect in the event of a gross breach of these Terms, in particular actions threatening infrastructure security or persistent non-payment.

4. After termination, the Customer may — within 30 days — request a copy of their Instance database. After that period, the Instance data and its backups are permanently deleted.

§ 10. Complaints

1. Complaints regarding the Service may be submitted to biuro@abejait.pl, by phone at +48 512 222 240, or through the Customer Portal.
2. A complaint should identify the Customer, describe the issue and the expected resolution. The Provider handles complaints within 14 days of receipt.

§ 11. Amendments and Final Provisions

1. The Provider may amend these Terms for important reasons (including changes in law, changes of functionality, security reasons). The Customer will be notified through the Customer Portal or by e-mail at least 14 days in advance.
2. Continued use of the Service after the amendments take effect constitutes their acceptance; if the Customer does not accept them, they may terminate the agreement before the effective date.
3. Polish law applies to matters not regulated herein. The court competent for the Provider’s registered office has jurisdiction.
4. The rules of personal data processing are set out in the Privacy Policy, the GDPR information and the Cookies Policy, available in the Customer Portal.