

# work'n'roll T&C v1

## Terms and Conditions for Work'n'Roll Platform

**Last Updated: 14.10.2024**

Welcome to Work'n'Roll Platform. These Terms and Conditions ("Terms") govern your use of our ERP software system that integrates the following business functions: works managing, planning and controlling; personal management; supply management; tools Management; certificates management; occupational safety and health; and knowledge base. By accessing or using our ERP software system, you agree to comply with and be bound by these Terms. Please read them carefully.

### Definitions we use in the Terms and Conditions

**Agreement** – an agreement for the provision of services specified in the Terms and Conditions for Work'n'Roll Platform and/or "Work n roll" Company to the User, concluded in accordance with the principles specified in the Terms and Conditions.

**"Work n roll" Company** – „WORK N ROLL” SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (SP. z O.O.) with its registered office in Aleja Gen. Antoniego Chruściela "Montera" 88A, 04-412 Warszawa, Polska registered in the Register of Entrepreneurs kept by the National Court Register under number 0001130903.

**Electronically provided services or Services** – services provided on the basis of the Terms and Conditions, the performance of which takes place by sending and receiving data using telecommunication systems, at the individual request of the User, without the simultaneous presence of the parties, while such data is transmitted via public networks within the meaning of the Telecommunications Law Act of 16 July 2004.

**Password** – a confidential sequence of four digits taken by the User, used to authenticate the User when logging on to the Profile.

**Work'n'Roll Platform** – the Work'n'Roll website enabling access to the Services, including the Profile. Access to the Work'n'Roll Platform is possible from the website in the domain Work'n'Roll.build and Work'n'Roll mobile applications owned by "Work n roll" Company. The Work'n'Roll Platform is administered by "Work n roll" Company, which provides Services to Users on the Work'n'Roll Platform.

**Profile** – a service made available to the User electronically within the Work'n'Roll Platform with the functionalities described in these Terms and Conditions, available to the User after registration on the Work'n'Roll Platform.

**SMS Code** – a confidential sequence of digits sent by text message to the User's telephone number, used to authenticate the User.

**Terms** – these Terms and Conditions for Work'n'Roll Platform.

**User** – a natural person of full legal capacity who uses the Services provided through the Work'n'Roll Platform.

### 1. Acceptance of Terms

By accessing and using the Work'n'Roll Platform (the "Work'n'Roll Platform"), you ("User" or "you") agree to comply with and be legally bound by the terms and conditions set forth below. If you do not agree to these Terms, you must not use the Work'n'Roll Platform.

### 2. Work'n'Roll Platform Description

Work'n'Roll Platform is a comprehensive ERP software system that integrates various business functions, including but not limited to:

- works managing, planning and controlling
- personal management
- supply management
- tools management

- certificates management
- occupational safety and health
- knowledge base

### 3. User Accounts

**3.1 Account Registration:** To use certain features of the Work'n'Roll Platform, you must register for an account. You agree to provide accurate, current, and complete information during the registration process and update such information to keep it accurate, current, and complete.

**3.2 Account Security:** You are responsible for safeguarding your password. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your account, whether or not you have authorized such activities or actions.

### 4. Use of the Work'n'Roll Platform

**4.1 Permitted Use:** You may use the Work'n'Roll Platform solely for your internal business purposes, in accordance with these Terms.

**4.2 Prohibited Use:** You agree not to use the Work'n'Roll Platform for any illegal or unauthorized purposes. You agree not to, in the use of the Work'n'Roll Platform, violate any laws in your jurisdiction.

### 5. Data Privacy and Security

**5.1 Data Collection:** We collect, use, and process personal data in accordance with our Privacy Policy.

**5.2 Data Security:** We implement appropriate technical and organizational measures to protect your personal data against unauthorized access, loss, destruction, or alteration.

### 6. Subscription and Payment

**6.1 Subscription Fees:** Access to the Work'n'Roll Platform requires payment of subscription fees. All fees are non-refundable.

**6.2 Payment Terms:** Subscription fees are billed in advance on a monthly basis. Payments must be made by a valid credit card accepted by us.

### 7. Intellectual Property

**7.1 Ownership:** The Work'n'Roll Platform and all content, including but not limited to text, software, code, designs, graphics, and logos, are the property of "Work n roll" Company and are protected by intellectual property laws.

**7.2 License:** Subject to these Terms, we grant you a limited, non-exclusive, non-transferable license to use the Work'n'Roll Platform for your internal business purposes.

### 8. Termination

**8.1 Termination by You:** You may terminate your account at any time by contacting us at [Your Contact Information].

**8.2 Termination by Us:** We may suspend or terminate your access to the Work'n'Roll Platform at any time, without notice or liability, if you breach any of the terms of this Agreement.

### 9. Disclaimer of Warranties

The Work'n'Roll Platform is provided "as is" and "as available" without any warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

## 10. Limitation of Liability

To the maximum extent permitted by applicable law, "Work n roll" Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your use or inability to use the Work'n'Roll Platform; (ii) any unauthorized access to or use of our servers and/or any personal information stored therein.

## 11. Indemnification

You agree to indemnify and hold harmless "Work n roll" Company, its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Work'n'Roll Platform or your violation of these Terms.

## 12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of "Work n roll" Company, without regard to its conflict of law principles.

## 13. Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. By continuing to access or use the Work'n'Roll Platform after those revisions become effective, you agree to be bound by the revised Terms.

## 14. Contact Information

If you have any questions about these Terms, please contact us at:

- Email: [sales@worknroll.pro](mailto:sales@worknroll.pro)
- Address: Poland, Warszawa, Aleja Gen. Antoniego Chruściela "Montera" 88A, 04-412
- Phone: +48 575 861 448

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