

VARILO TERMS OF SERVICE

Terms governing the Varilo SaaS platform

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Vesta Usługi i Szkolenia Marcin Makowski

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§ 1. General provisions

These Terms of Service set out the rules for the provision of electronic services through the Varilo platform by Vesta Usługi i Szkolenia Marcin Makowski, ul. Wrzosowa 33, 84-300 Lębork, Poland, NIP 841-161-18-09, e-mail kontakt@varilo.eu, hereinafter the “Service Provider”.

The Service is provided through the website and platform available in particular at varilo.pl.

Varilo is a Software as a Service (SaaS) service intended primarily for entrepreneurs, legal entities, organisational units and other organisations using checklists, checks, inspections, rounds and reports in their activities.

Where mandatory provisions grant a natural person consumer rights or rights equivalent to those of a consumer, these Terms apply subject to those mandatory provisions.

§ 2. Definitions

Service - the Varilo online platform together with its functionality.

Service Offering - paid access to Varilo functionality in the SaaS model.

Customer - an entity that enters into an agreement with the Service Provider to use Varilo.

User - a natural person to whom the Customer grants individual access to the Account.

Account Administrator - a User with administrative permissions within the Customer's Account.

Inspector - a person completing a shared Checklist, in particular after using a QR code, NFC tag or link; such person does not need to have an Account.

Account - the Customer's separate environment in Varilo.

Checklist - a form, checklist, survey or other set of fields and questions created or made available in Varilo.

Inspection - a single completion of a Checklist.

Customer Content - data, responses, photographs, files, comments, checklists, reports and other materials entered into the Service by the Customer, its Users or persons acting on its behalf.

Plan - a subscription option defining limits applicable to the use of the Service.

Billing Period - the period for which the fee for the Service is charged; by default one month unless otherwise agreed.

§ 3. Scope of the Service

Varilo enables, in particular, the creation of checklists and forms, performance of inspections and rounds, sharing of checklists through QR, NFC or links, recording of results and non-conformities, collection of attachments, generation of reports and statistics, and management of users and access rights.

Selected Checklists may be completed without logging in if the Customer configures them in that manner and provides the relevant QR code, NFC tag or link.

The detailed scope of functionality available at a given time may also be described in the Service. All standard Varilo functions are available in paid Plans, subject to the limits applicable to the selected Plan.

Individual services, implementations, integrations, training, dedicated features or an SLA may be subject to a separate offer, particularly for the ENTERPRISE Plan.

§ 4. Nature of the tool and Customer responsibility

Varilo is an IT tool supporting digitalisation and documentation of processes. Use of Varilo does not replace inspections required by law, decisions by appropriately qualified persons, or professional legal, technical, occupational health and safety, quality or fire-safety assessment.

The Customer is solely responsible for determining which inspections should be performed, their frequency, the content of questions, persons authorised to perform inspections and actions required after a non-conformity is identified.

Templates and sample checklists provided by Varilo are for assistance only. The Customer should verify and adapt them to its own operations, procedures, equipment and applicable requirements.

§ 5. Technical requirements

To use the Service, the Customer must have:

- a device with Internet access;
- an up-to-date web browser;
- an active e-mail address for Users who have an Account;
- a device capable of reading QR codes if the Customer uses this function;
- an NFC-enabled device if the Customer uses NFC tags.

The Customer is responsible for its own equipment, Internet access and security of the environment from which Varilo is used.

§ 6. Entering into the Agreement

The Agreement may be entered into by registering an Account and accepting these Terms, placing an order, accepting an offer sent by the Service Provider, or signing an individual agreement.

Acceptance of these Terms is a condition for use of the paid Service.

A person creating an Account or ordering the Service on behalf of an organisation represents that he or she is authorised to represent that organisation or has appropriate authority.

The Service Provider may make activation of a paid Plan conditional on providing data needed to issue an invoice or on receipt of the payment due, where indicated in the offer or invoice.

§ 7. Account and Users

The Customer is responsible for the accuracy and currency of information provided during registration and ordering.

Account access credentials are intended for a specific User and must not be disclosed to unauthorised persons.

The Customer is responsible for granting and revoking permissions to its Users and for actions of persons using the Account with permissions granted by the Customer.

If unauthorised access is suspected, the Customer should immediately secure the Account and inform Varilo.

§ 8. QR, NFC and access without login

The Customer may share a Checklist using a QR code, NFC tag or link. Depending on the configuration, completion of the Checklist may not require login.

The Customer is responsible for the place and manner in which the code, tag or link is made available and for selecting the scope of information made available to the person carrying out the Inspection.

A code, tag or link providing access to confidential information should be treated as an access element and protected accordingly.

If control over a code, tag or link is lost, the Customer should, where the functionality allows, deactivate it or replace it with a new one.

§ 9. Plans and pricing

The standard Varilo Plans as at the publication date of these Terms are:

Plan	Net price / month	Users	Active checklists	Inspections / month	Storage
SOLO	PLN 39	1	5	300	2 GB
START	PLN 79	3	15	1,000	10 GB
TEAM	PLN 149	10	50	5,000	30 GB
BUSINESS	PLN 299	30	unlimited	20,000	100 GB
ENTERPRISE	individually agreed	individually agreed	unlimited	individually agreed	individually agreed

The prices shown are net prices. VAT is added at the rate required by applicable law.

All standard Varilo functions are available in paid Plans; the Plans differ primarily in their limits.

For the ENTERPRISE Plan, the price, limits and additional terms are agreed individually.

The current Price List published in the Service applies to new orders. The price accepted by the Customer applies for the paid Billing Period.

§ 10. Plan limits

Use of the Service is subject to the limits applicable to the selected Plan.

After a limit is reached, Varilo may restrict the addition of new Users, activation of further Checklists, performance of new Inspections or upload of further files, depending on the exceeded limit.

Reaching a limit does not in itself result in an automatic additional charge unless the Customer has accepted different conditions.

The Customer may request an upgrade to a higher Plan or an individual offer.

§ 11. Invoices and payments

The fee for the Service is payable on the basis of an invoice issued by the Service Provider.

Payment is made by bank transfer to the bank account specified on the invoice. Varilo does not currently collect automatic payments or charge payment cards.

The payment due date is stated on the invoice, in the offer or in an individual agreement.

Payment is deemed made on the date the Service Provider's bank account is credited.

In the event of late payment, the Service Provider may demand payment and charge statutory interest in accordance with applicable law.

After expiry of an additional deadline stated in a payment demand without payment, the Service Provider may suspend access to paid functions or the ability to perform new Inspections until the outstanding amount is paid.

Invoices are issued and delivered in accordance with the applicable invoicing rules, including through the Polish National e-Invoicing System (KSeF) where required.

§ 12. Duration, billing and cancellation

Unless the Parties agree otherwise, the standard Agreement is entered into for an indefinite period and billed in monthly Billing Periods.

The Customer may cancel the Service at any time with effect at the end of the currently paid Billing Period by sending notice to the Service Provider's e-mail address or using a cancellation function if available in the Service.

The Customer may use the Service until the end of the paid period. The fee for a Billing Period already commenced is non-refundable unless a refund is required by mandatory law or individual arrangements.

For annual, fixed-term or ENTERPRISE agreements, the duration and termination rules may be set out differently in the offer or agreement.

§ 13. Customer obligations and prohibited activities

The Customer undertakes to use Varilo in accordance with law, these Terms and the intended purpose of the Service. In particular, the following are prohibited:

- providing unlawful content or content infringing third-party rights;
- attempting to obtain unauthorised access to systems, Accounts of other Customers or infrastructure;
- circumventing limits, security measures or access-control mechanisms;
- introducing malicious code, scripts or other elements capable of disrupting the Service;
- using the Service in a manner that may cause excessive load on the infrastructure;
- copying, decompiling or reverse engineering Varilo source code except to the extent mandatorily permitted by law;
- reselling or making Varilo available as the Customer's own competing service without the Service Provider's consent.

§ 14. Customer Content and data ownership

Rights to Customer Content remain with the Customer or the relevant rights holder.

The Customer grants the Service Provider a non-exclusive right to technically process Customer Content solely to the extent necessary to provide the Service, ensure security, provide technical support, create backups and comply with legal obligations.

Varilo does not acquire ownership of the Customer's Checklists, responses or reports.

The Service Provider may use technical and statistical information in aggregated or anonymised form that does not allow identification of the Customer or a natural person for the purpose of maintaining, analysing and developing the Service.

§ 15. Rights to the Service

Rights to the Varilo software, interface, graphic elements, technical solutions, name and materials belong to the Service Provider or the relevant licensors.

For the duration of the Agreement, the Customer receives a non-exclusive and non-transferable right to use the Service in accordance with these Terms and the selected Plan.

The Agreement does not transfer copyrights in the Varilo software to the Customer.

§ 16. Personal data protection

The rules for processing data for which the Service Provider acts as controller are set out in the Varilo Privacy and Cookie Policy.

Where Varilo processes personal data on behalf of the Customer, the Varilo Data Processing Agreement (DPA) applies.

By accepting these Terms and using the Service as a data controller, the Customer also accepts the DPA made available by Varilo electronically, unless the Parties have signed a separate data processing agreement.

§ 17. Confidentiality

The Parties undertake to keep confidential non-public technical, business, organisational and commercial information obtained in connection with performance of the Agreement.

Confidential information may be disclosed to persons and providers to the extent necessary to perform the Agreement, provided they are subject to appropriate confidentiality obligations, or where disclosure is required by law.

The confidentiality obligation remains in force after termination of the Agreement.

§ 18. Availability, updates and maintenance

The Service Provider exercises due care to ensure continuity and security of the Service; however, standard Plans do not include a guaranteed SLA availability level unless the Parties agree otherwise.

Interruptions may occur in particular due to maintenance, updates, failures, security events, actions or failures of infrastructure providers, or events beyond the Service Provider's reasonable control.

Varilo may be developed and updated. The Service Provider may modify the interface, technical solutions and functions provided that this does not violate obligations under the applicable Agreement.

An individual SLA may be agreed, in particular for the ENTERPRISE Plan.

§ 19. Technical support and complaints

Technical requests and complaints may be sent to kontakt@varilo.eu.

A request should contain information enabling identification of the Customer and, as far as possible, a precise description of the problem. The Service Provider may request information necessary to reproduce the issue.

The Service Provider handles requests without undue delay. Where mandatory rules applicable to a Customer specify a particular response period for complaints, that period takes precedence.

§ 20. Suspension and termination

The Service Provider may temporarily suspend access to the Service in the event of non-payment, material breach of these Terms, a security risk, suspected unauthorised access or unlawful use of the Service.

Where the nature of the breach allows, before permanently terminating the Agreement the Service Provider will request that the Customer remedy the breach within an appropriate period.

The Service Provider may terminate the Agreement with immediate effect in the event of a serious or repeated breach of these Terms, in particular where the breach threatens the security of the Service or the rights of other persons.

If Varilo is to be discontinued for reasons other than a Customer breach, the Service Provider will, where reasonably possible, give active Customers appropriate advance notice and enable them to download their data using available export functions.

§ 21. Data after termination

Before termination of the Agreement, the Customer should download any reports and other data it wishes to retain using the available export functions.

After termination of the Service, personal data processed on behalf of the Customer are deleted or returned in accordance with the DPA and the Customer's instructions, unless further storage is required by law.

Data may remain in secured backups until they are overwritten in the normal backup rotation. During that period the data are not used for purposes other than backup integrity and compliance with legal obligations.

§ 22. Liability

The Customer is responsible for the content of its Checklists, correctness of data entered, interpretation of Inspection results, decisions taken on their basis, granting of access rights and compliance of its processes with applicable law.

In relations with business Customers, to the extent permitted by law, the Service Provider is not liable for lost profits or indirect loss, or for consequences resulting solely from incorrect Checklist configuration, incorrect data, failure by the Customer to act on Inspection results, operation of the Customer's equipment or network, or systems of third parties outside the Service Provider's control.

In B2B relations, the Service Provider's aggregate liability for damages arising from the Agreement is limited, to the extent permitted by law, to the net fees paid by the Customer for the Service during the 12 months preceding the event giving rise to liability.

The limitations do not apply where exclusion or limitation of liability is prohibited by mandatory law, in particular in respect of damage caused intentionally.

§ 23. Changes to prices and Terms

The Service Provider may change the Price List for future Billing Periods for justified reasons, including changes in infrastructure costs, costs of external services, taxes, inflation, development or changes in the scope of the Service.

A new price does not affect a Billing Period that has already been paid for. The Customer will be informed of the change before the period to which the new price applies and may cancel the Service before the new price enters into force.

These Terms may be amended due to changes in law, functionality, technology, security or the model of providing the Service. The Customer will be informed with appropriate notice of any material change affecting an active Agreement.

Where mandatory provisions applicable to a particular Customer impose special rules for amending a contract or digital service, those provisions prevail.

§ 24. Governing law and final provisions

The Agreement is governed by Polish law.

Disputes with business Customers shall be submitted to the court having territorial jurisdiction over the Service Provider's registered business address, unless the Parties agree otherwise or mandatory law provides otherwise.

These Terms are made available in a form that enables them to be saved and reproduced.

Matters not regulated by these Terms are governed by applicable Polish and European Union law, including in particular the Polish Civil Code, the Act on Providing Services by Electronic Means, the GDPR, the Polish Electronic Communications Law and, where applicable, the Polish Consumer Rights Act.

Contact with the Service Provider: kontakt@varilo.eu.

This version of the Terms applies from 5 September 2026.

Language note: this English version is a translation of the Polish Terms. Unless expressly agreed otherwise, in the event of an interpretative discrepancy the Polish version prevails to the extent permitted by applicable law.