Terms of Service – Mopka Platform

Last updated: 12.05.2026

§ 1. General Provisions

1. These Terms of Service (hereinafter: "Terms") set out the rules and conditions for using the "Mopka" platform available at https://mopka.pl and https://app.mopka.pl (hereinafter: "Platform") and the services provided by the Service Provider.
2. The Platform is a professional tool supporting business activities in the field of cleaning services, in particular managing jobs, employees, clients, schedules, and invoicing.
3. These Terms constitute the terms of service referred to in Article 8 of the Polish Act of 18 July 2002 on the provision of electronic services.
4. Services within the Platform are provided by Daniel Kołban operating under the business name Daniel Kołban "Dan-Kol", address: Chechlana 7A, 32-593 Żarki, Poland, NIP (Tax ID): 6783224870, REGON: 540993796 (hereinafter: "Service Provider").
5. Contact with the Service Provider is possible via email at: kontakt@mopka.pl.
6. Before using the Platform, the Subscriber and User are required to read these Terms.

§ 2. Definitions

1. Subscriber – an entrepreneur using the Services provided by the Service Provider under these Terms, conducting business activities in the field of cleaning services;
2. Account – a panel created in the Platform's IT system, enabling the User to use its functionalities;
3. User – a person using the Platform, authorized to represent the Subscriber and use the Platform on their behalf (company owner or invited employee);
4. Terms – this document;
5. Agreement – the legal relationship between the Service Provider and the Subscriber, under which the Service Provider provides Services to the Subscriber;
6. Data Processing Agreement – the data processing agreement constituting Appendix 1 to these Terms;
7. Services – services provided by the Service Provider electronically via the Platform;
8. Plan – the access variant selected by the Subscriber (Free, Starter, or Pro), differing in scope of functionality and limits;
9. Subscriber's Client – a natural or legal person for whom the Subscriber provides cleaning services, whose data is entered into the Platform by the Subscriber;

10. Employee – a person employed by or cooperating with the Subscriber, whose data is entered into the Platform for managing jobs and schedules;
11. Job – a cleaning service scheduled by the Subscriber via the Platform, containing data such as address, date, time, notes, and status;
12. Privacy Policy – a document describing the rules for processing personal data, available at https://mopka.pl/polityka-prywatnosci;
13. Prohibited Content – any content that is unlawful, infringes third-party rights, or contains false or misleading information;
14. Civil Code – the Polish Act of 23 April 1964, Civil Code.

§ 3. Technical Requirements

1. In order to properly use the Platform, the following are jointly required:
    - a device with Internet access;
    - a current version of a web browser (Chrome, Safari, Firefox, or Edge) supporting JavaScript and accepting cookies;
    - an active email account;
    - a payment card – for paid Services;
    - recommended screen resolution: at least 1280 × 720 px.
2. The use of viruses, bots, worms, or other computer code, files, or programs automating processes within the Platform is prohibited.
3. The Service Provider uses cryptographic protection for electronic transfers, including SSL encryption, access passwords, and security software.
4. The Service Provider informs that despite applied security measures, using the Internet may involve the risk of third parties accessing data. The Service Provider recommends using antivirus software.

§ 4. General Rules for Providing Services

1. The Subscriber and User are obliged to use the Platform in accordance with applicable law, the Terms, and good practices.
2. The Subscriber declares that the use of Services is of a professional nature and is directly related to their business activities.
3. Providing unlawful content is prohibited.
4. The Subscriber is obliged to provide only data that is true and accurate. The Service Provider shall not be liable for the consequences of providing false or incomplete data.

5. The Subscriber is solely responsible for providing persons whose personal data will be processed within the Platform with the necessary information about the rules for processing their personal data (in particular, information referred to in Articles 13 and 14 of GDPR).
6. The Service Provider is entitled to request the User to provide proof of authorization to represent the Subscriber.
7. The Subscriber may at any time delete data entered via forms provided on the Platform.

§ 5. Service Agreement

1. To enter into a Service Agreement, you must:
   - visit the Platform's website and select the registration option;
   - complete registration data, in particular: first name, last name, email address, phone number, password, company name, NIP (Tax ID), and registered address;
   - check the box confirming that you have read and accepted the Terms and Privacy Policy;
   - for paid Plans – make a payment according to the price list.
2. Using the Account on the Platform, the User may in particular:
   - create, edit, and manage cleaning jobs;
   - manage the client database, their addresses, and locations;
   - invite employees and assign roles and hourly rates;
   - schedule jobs in a calendar and create recurring schedules;
   - manage employee absences;
   - track working time;
   - configure and send SMS and email notifications;
   - issue invoices, track payments, and integrate with external invoicing systems;
   - create quality checklists for individual service types;
   - upload job photo documentation (before and after cleaning);
   - view reports and analytics about business operations;
   - provide clients with a portal featuring job history, invoices, and booking capabilities;
   - provide employees with a dedicated mobile app displaying their assigned jobs;
   - export data and manage privacy settings in accordance with GDPR.
3. In case of using the Services in a manner inconsistent with the Terms, the Service Provider may terminate the Agreement with a 7-day notice period via email. After the notice period expires, the Account is permanently deleted.
4. The Service Provider reserves the right to change the Platform's functionality at any time.

§ 6. Plans and Payments

1. The Service Provider offers the following Plans: Free (no charge), Starter, and Pro. The detailed scope of features and limits of each Plan are described in the price list available on the Platform.
2. Payments for paid Plans are charged in advance on a monthly or annual basis, as selected by the Subscriber.
3. Changes to prices in the price list will be announced on the Platform and do not constitute changes to the Terms.
4. Payments are processed via Stripe Payments Europe Ltd., based in Dublin (Ireland), part of the Stripe, Inc. group. The Service Provider does not store Subscribers' payment card data — card details are sent directly to Stripe.
5. Upon receiving payment, the Service Provider will issue an invoice in electronic form and send it to the Subscriber's email address.
6. The Service Provider may provide the Subscriber with a promotional code to reduce the price of Services.
7. Failure to pay in the next billing period results in blocking access to paid Plan features. The Subscriber's data will be stored for 90 calendar days from the end of the billing period. During this time, the Subscriber may resume using the Services by making the appropriate payment.
8. When registering a new Account, the Subscriber receives a 14-day free trial of the Pro Plan, without the need to provide payment card details.
9. A paid Plan subscription renews automatically at the end of each billing period (monthly or annual) by charging the payment method designated by the Subscriber. For annual Plans, the Service Provider will notify the Subscriber by email at least 7 days before the upcoming renewal.
10. The Subscriber may cancel automatic subscription renewal at any time in the Platform settings (Subscription → Cancel subscription). Cancellation means access to paid Plan features remains active until the end of the paid billing period, after which the Account transitions to the Free Plan with no further automatic charges.
11. A Subscriber who is a natural person entering into an agreement not directly related to their business activity (art. 22^1 of the Polish Civil Code), as well as an entrepreneur-consumer within the meaning of art. 38a of the Polish Consumer Rights Act, have the right to withdraw from the agreement within 14 days of its conclusion without giving any reason. To exercise this right, send a statement to kontakt@mopka.pl. If the Subscriber consents to the Services starting before the 14-day period expires (art. 38 pt. 1 of the Polish Consumer Rights Act), the right of withdrawal lapses once the Service has been fully performed by the Service Provider.

12. The Service Provider is a registered active VAT payer. All prices indicated in the Platform's price list are net prices. VAT at the applicable rate (currently 23% for electronically supplied services) is added to each payment. A VAT invoice with proper net/VAT/gross breakdown is made available to the Subscriber electronically after each payment in Subscription → Invoices.

§ 7. Account Deletion and Data Export

1. The Subscriber may at any time request the deletion of their Account through the Platform settings or by contacting the Service Provider via email.
2. After submitting a deletion request, a 30-day grace period begins, during which the Account is marked for deletion, but the Subscriber may reverse their decision and restore full access.
3. After the 30-day grace period, the Account is permanently deleted along with all Subscriber data, including their clients, employees, and jobs, subject to paragraph 5 below.
4. Before Account deletion, the Subscriber has the right to export their data in a portable format (in accordance with Article 20 of GDPR). Export is available in the Account settings.
5. The Service Provider reserves the right to retain system logs (AuditLog) and data required for legal obligations (e.g., tax documentation) for periods required by law, even after Account deletion.
6. Account deletion is equivalent to termination of the Service Agreement.

§ 8. License

1. Upon commencing use of the Services, the Service Provider grants the Subscriber a non-exclusive license to use the Platform under the conditions specified in the Terms, for the duration of the Agreement.
2. The license entitles the Subscriber to use the Platform exclusively within the scope of their business activities, in particular: saving data and reports, browsing forms, and reproducing data to the extent justified by professional needs.
3. The license does not entitle the Subscriber to grant sublicenses.
4. Using the Platform in violation of the License terms constitutes an infringement of the Service Provider's copyright.
5. Sharing Platform content with third parties beyond fair use cases requires prior consent from the Service Provider.

§ 9. Prohibited Content

1. Entering Prohibited Content into the Platform is forbidden.
2. If Prohibited Content is found, the Service Provider is entitled to immediately remove or block its visibility.
3. Any User may report Prohibited Content via email to kontakt@mopka.pl. The report should include a description of the content, its location in the Platform, and an explanation of why it constitutes Prohibited Content.
4. The Service Provider processes reports within 14 days of receiving a complete report and informs the reporter of the decision taken.

§ 10. Complaints

1. The Subscriber may file a complaint if the Service Provider provides Services in a manner inconsistent with the Terms.
2. Complaints are filed via email at kontakt@mopka.pl, providing: the Subscriber's company name/full name, email address, description of irregularities, and the complaint request.
3. The complaint processing deadline is 14 days from receipt in proper and complete form. Failure to respond within this period constitutes acceptance of the complaint.
4. The Service Provider responds to complaints via email.
5. The response to a complaint is final.

§ 11. Service Provider's Liability

1. The Service Provider provides Services with due diligence.
2. The Service Provider shall not be liable for:
   - permanent or temporary inability to provide Services for reasons beyond the Service Provider's control, including force majeure;
   - lost profits of the Subscriber;
   - consequences of improper use of Services, in particular in a manner contrary to the Terms;
   - damages resulting from entering incorrect, incomplete, or false data;
   - service interruptions due to maintenance work.
3. The Service Provider's liability to the Subscriber is in all cases limited (to the extent permitted by law) to the total amount of fees paid by the Subscriber in the 12 months preceding the event causing the damage.

§ 12. Personal Data

1. The Service Provider processes personal data of Subscribers and Users in accordance with the Privacy Policy.
2. Upon entering into the Agreement between the Service Provider and the Subscriber, a Data Processing Agreement (Appendix 1 to the Terms) is concluded. Under this agreement, the Subscriber (as the data controller of their clients and employees) entrusts the Service Provider (as the data processor) with processing this data for the purpose of providing Services.
3. The Data Processing Agreement is concluded for the duration of the Service Agreement and terminates upon its expiration or termination.

§ 13. Intellectual Property

1. All elements of the Platform, in particular: name, logo, interface, software, source code, and databases are protected under copyright law, industrial property law, and unfair competition regulations.
2. Any use of the Service Provider's intellectual property without prior, express permission is prohibited.

§ 14. Amendments to the Terms

1. The Service Provider may amend the Terms in the event of:
   - a change in the Service Provider's business activities;
   - commencement of new services, modification of existing services, or discontinuation of services;
   - technical modifications to the Platform requiring adjustments to the Terms;
   - a legal obligation to make changes, including the obligation to align the Terms with current legislation.
2. Subscribers will be informed of changes through publication of the updated version on the Platform's website and email notification.

§ 15. Final Provisions

1. The governing law for these Terms and the Agreements referred to herein is Polish law. Any disputes shall be resolved by the competent Polish court.
2. These Terms are effective from 22 March 2026.

Appendix 1 – Data Processing Agreement

This Data Processing Agreement (hereinafter: "DPA") constitutes an integral part of the Terms and is concluded between the Service Provider (acting as the Data Processor) and the Subscriber (acting as the Data Controller).

§ 1. Subject of Processing

1. The Controller entrusts the Processor with processing personal data pursuant to Article 28 of GDPR, solely for the purpose of providing Services as defined in the Terms.
2. The categories of personal data and data subjects are specified in the Annex to this DPA.
3. The entrusted personal data does not constitute special category data (Article 9 GDPR) or data relating to criminal convictions (Article 10 GDPR).
4. Processing is carried out in an automated manner (IT systems).

§ 2. Processor's Obligations

1. The Processor undertakes to implement and maintain appropriate technical and organizational measures ensuring the security of entrusted data.
2. The Processor ensures that persons authorized to process data are bound by confidentiality obligations.
3. The Processor shall immediately (no later than 24 hours) notify the Controller of any breach of entrusted personal data.
4. The Processor assists the Controller in fulfilling obligations to respond to data subject requests and obligations under Articles 32-36 of GDPR.

§ 3. Sub-processing and Audit

1. The Controller gives general consent for the Processor to sub-process personal data to selected subcontractors.
2. The Processor shall notify the Controller of any intended sub-processing at least 7 days before it occurs. The Controller may object within 7 days.
3. The Processor ensures that subcontractors apply appropriate data protection measures.
4. The Controller has the right to conduct an audit of data processing compliance, upon notifying the Processor with at least 14 days' advance notice.
5. Upon termination of this DPA, the Processor shall return or delete the entrusted data within 14 days, except for data whose retention is required by law.

§ 4. Duration

This DPA is effective for the duration of the Service Agreement and terminates upon its expiration, termination, or cancellation.

Annex – Data Categories

Categories of Data Subjects	Categories of Personal Data
Clients of the cleaning company (Subscriber)	First name, last name, address (street, postal code, city), phone number, email address, NIP (Tax ID), job data (addresses, dates, notes, statuses, photo documentation), invoice data and payment history, location data (address, access codes, notes)
Employees of the cleaning company (Subscriber)	First name, last name, phone number, email address, hourly rate, assigned jobs, availability schedule, absence data (type, dates, status), time tracking records, profile photo
Prospective customers (enquiries from the public "Order a service" form)	First and last name or company name, email address, phone number, service address (street, postal code, city), enquiry details (service type, preferred date, notes), consent record (text, version, date, IP address, browser identifier)

← Back to homepage