Terms of Service – Mopka Platform

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§ 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 that consist in providing services, in particular cleaning, disinsection, disinfection and deratization (DDD), green space maintenance and snow removal, and medical transport. In particular, the Platform is used to manage 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 their own name that consist in providing 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 person, a legal person or an organisational unit without legal personality (e.g. a housing community) for whom the Subscriber provides services and whose data the Subscriber enters into the Platform;
10. Employee – a person employed by or cooperating with the Subscriber, whose data is entered into the Platform by the Subscriber for managing jobs, schedules, working time and pay;
11. Job – a service scheduled by the Subscriber via the Platform (e.g. cleaning, a pest control treatment, a control point inspection, snow removal or a transport), 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;
15. Industry module – a set of Platform features intended for companies in a given industry (in particular "Pest control points", "Treatment register", "Winter service", "Fleet and equipment" and "Patient details"), which the Subscriber turns on and off in the Account settings.

§ 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 uses the Services in connection with its business or professional activity.
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 the registration details: first name, last name, email address, phone number, password, company name and type of business (invoicing details such as the tax number and registered address are completed by the Subscriber in the Platform settings);
   - 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 jobs;
   - manage the client database, their addresses, and locations;
   - invite employees and assign roles and 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 (e.g. photos before and after the service);
- 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;
- use Industry modules, including pest control points and a treatment register, winter service, a fleet of vehicles and equipment, and patient details in medical transport.

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 may develop and change the functionality of the Platform. A change that materially limits the features of a Paid Plan within an already paid billing period requires the procedure set out in § 14.
5. Industry modules help keep records that the law or the Subscriber's clients require (e.g. a treatment register). The Subscriber is responsible for the completeness and accuracy of these records and for keeping them for the required period.
6. The "Patient details" module serves only to give the crew the information needed to carry out a transport. Information entered in it is deleted automatically 30 days after the day of the trip (from encrypted backups within a further 35 days). The Platform is not a medical records system: the Subscriber keeps any records it is required to retain outside the Platform. The Subscriber does not enter patients' health data in other fields of the Platform (e.g. the title, notes or order number).

§ 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. If the payment for the next billing period fails, the Service Provider informs the Subscriber by email, and after 14 days without payment the subscription is cancelled and the Account moves to the Free Plan. The Subscriber's data stays in the Account, and the Paid Plan features return once the Plan is purchased again.
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 provided by the Subscriber. A Plan paid in advance with a one-off payment does not renew automatically: before it ends, the Service Provider sends a reminder by email, and once it has ended the Account moves to the Free Plan unless the Subscriber pays for another period.
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 consumer, or a natural person concluding the Agreement directly related to their business where the content of the Agreement shows that it is not of a professional nature for them (an entrepreneur with consumer rights), may withdraw from the Agreement within 14 days of its conclusion without giving a reason, by sending a statement to kontakt@mopka.pl. If the Subscriber requested that the Services start before that period ends, the right of withdrawal expires once the Service has been fully performed, and on earlier withdrawal the Subscriber pays for the Services provided until the withdrawal.
12. The Service Provider is an active VAT payer. All prices in the Platform price list are net prices, and VAT is charged in accordance with the law: at 23% for Subscribers from Poland, while for Subscribers from other European Union countries with a valid EU VAT number the reverse charge applies. A VAT invoice is made available to the Subscriber electronically after each payment in the Subscription → Invoices section.

§ 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. Data disappears from encrypted backups as they rotate, no later than after 35 days.
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: for 2 years, and entries about deletions, refunds and exports for 7 years) 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 does not limit the Subscriber's right to pursue claims in court.

§ 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. The exclusions and limitations of liability in paragraphs 2 and 3 do not apply to damage caused intentionally, and for an entrepreneur with consumer rights (§ 6(11)) they apply only to the extent permitted by consumer protection law.

§ 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, employees and other people whose data they enter into the Platform, e.g. patients) 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. The Service Provider informs Subscribers of changes to the Terms by publishing the updated version on the Platform's website and sending an email to the Account owner at least 15 days before the changes take effect. A shorter period may apply only to changes required by law or by a decision of an authority, or needed to remove a threat to the security of the Platform.
3. A Subscriber who does not accept the changes may terminate the Agreement before they take effect by deleting the Account in the Platform settings or by sending a statement to kontakt@mopka.pl. Until the changes take effect, and for a Subscriber who has terminated the Agreement in this way, until the Account is deleted, the previous version of the Terms applies.

§ 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 in this version apply from 29.10.2026. For Subscribers who concluded the Agreement before that date, they apply from 16.11.2026; until then the previous version of the Terms (in force until 28.10.2026) applies to them. Previous Terms, in force until 28.10.2026 (PDF)
3. These Terms were drawn up in Polish. Versions in other languages are provided for convenience; in the event of any discrepancy, the Polish version prevails.

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. If the Controller processes the data on behalf of another controller (e.g. a hospital ordering a transport), the Data Processing Agreement is a sub-processing agreement (Article 28(4) GDPR), and the Controller ensures that controller's consent to the use of the Platform.
2. The categories of personal data and data subjects are specified in the Annex to this DPA.
3. The Controller may entrust the processing of special categories of data (Article 9 GDPR) and data relating to criminal convictions (Article 10 GDPR) only to the extent set out in the Annex and only where the law allows the Controller to process such data.
4. Processing is carried out in an automated manner (IT systems).
5. The Processor stores information entered in the "Patient details" module in encrypted form, does not show it in lists, PDF documents or the client portal, makes it available only to Users with the Owner or Manager role and to the crew of the given trip, records every viewing and change of it, and deletes it automatically 30 days after the day of the trip (from encrypted backups within a further 35 days). It is not available when the Processor signs in to the Controller's Account as described in § 2(6) of the Data Processing Agreement. It is also included in the data export ordered by the Controller (§ 7(4) of the Terms); ordering the export is recorded.

§ 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.

5. The Processor processes the entrusted data only on documented instructions from the Controller. Such instructions include, in particular, the Controller's use of the Platform's features and settings. If Union or Polish law requires the Processor to process the data, the Processor informs the Controller before processing, unless that law prohibits it. The Processor immediately informs the Controller if, in its opinion, an instruction given to it infringes the GDPR or other data protection provisions.
6. The Processor signs in to the Controller's Account only at the Controller's request, to provide help, or when this is necessary to resolve a failure or a security breach. Every such sign-in is recorded.

§ 3. Sub-processing and Audit

1. The Controller gives general consent for the Processor to engage sub-processors. As of the publication of this version of the Terms, they are: cyber_Folks S.A., Poznań, Poland (Platform server and backups); Hetzner Online GmbH, Gunzenhausen, Germany (encrypted backups outside the Platform server, once they are set up); Cloudflare, Inc., San Francisco, USA (routing traffic to the Platform and protection against attacks); Resend, Inc., USA (sending emails); LINK Mobility Poland sp. z o.o., Gliwice, Poland, operator of SMSAPI (sending text messages); Functional Software, Inc. d/b/a Sentry, San Francisco, USA (application error reporting); and the OpenStreetMap Foundation, United Kingdom (locating addresses on the map).
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. If an objection is not resolved by agreement, the Controller may terminate the Agreement before the sub-processing takes place.
3. The Processor imposes on sub-processors the same data protection obligations that follow from the Data Processing Agreement and is liable to the Controller for their performance. Data is transferred to sub-processors outside the European Economic Area on the basis of a European Commission adequacy decision (the EU-US Data Privacy Framework, the decision on the United Kingdom) or standard contractual clauses (Article 46(2)(c) GDPR).
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. After the Data Processing Agreement ends, the Processor, at the Controller's choice, enables the Controller to export the entrusted data or deletes it within 14 days, except for data whose retention is required by law. Data disappears from encrypted backups as they rotate, no later than after 35 days; until then the backups serve only to restore the Platform after a failure.
6. Services that the Controller connects to the Platform itself (e.g. an invoicing system, a Stripe account or its own mail server) operate under the Controller's agreements with their providers. Data reaches them on the Controller's instructions, and their providers are not sub-processors of the Processor.

§ 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
The Subscriber's clients and their contact persons	First name, last name, address (street, postal code, city, country), phone number, email address, NIP (Tax ID), job data (addresses, dates, notes, statuses, the client's own order number, photo documentation, winter service records, control point inspections and the treatment register), quotes, documents sent for acceptance and confirmation of their acceptance, reviews and messages from the client portal, client portal accounts, invoice data and payment history, location data (address, access codes, notes), client documents (e.g. contracts, annexes, offers), consents to notifications and commercial information with proof of consent (text, version, date, IP address, browser identifier), history of sent text messages and emails (recipient, content, status)
The Subscriber's employees and contractors, and the people they name as emergency contacts	First and last name, phone number (also WhatsApp), email address, home address, date of birth, profile photo, position, employment start date, type of contract and form of taxation, rate, salary or commission, bank account number, payouts and advances, skills and qualifications, documents (e.g. contracts, medical certificates, which are data concerning health under Article 9 GDPR, health and safety training, and where required by law, a criminal record certificate under Article 10 GDPR), internal notes, assigned jobs, availability schedule, absence data (type, including sickness, which is data concerning health under Article 9 GDPR, dates, status), working time records, GPS location when starting, pausing and finishing a job, journeys and assigned vehicles, treatments performed, and the first and last name, phone number and relationship of the emergency contact. GPS locations are deleted automatically 12 months after they were recorded (from encrypted backups within a further 35 days).
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)

Categories of Data Subjects	Categories of Personal Data
Patients transported by the Subscriber ("Patient details" module)	Information needed for the transport entered by the Subscriber (e.g. first and last name, state of health, how the patient travels, equipment needed), including data concerning health (Article 9 GDPR), and pick-up and drop-off addresses. Information from the "Patient details" field is deleted automatically 30 days after the day of the trip (from encrypted backups within a further 35 days).

Changes to this annex: on 29.10.2026 the GPS location when pausing and finishing a job was added, and on 1.11.2026 the deletion of GPS locations after 12 months.

← Back to homepage