Documents

Terms of service and sale

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These Terms set out how the Trackomo platform may be used and how devices are sold, including shipping to European Union countries. They contain separate provisions for consumers and for businesses.

§1 General provisions

These Terms set out the rules for providing services by electronic means through the Trackomo platform, the rules for selling Devices, and the rights and obligations of the Provider and the Client. They are the terms of service required by Article 8 of the Polish Act of 18 July 2002 on providing services by electronic means.

The Provider is IT Dominik Pakuński, ul. Zielona 4, 96-500 Sochaczew, Poland, a sole trader entered in the Central Register and Information on Economic Activity (CEIDG) kept by the minister responsible for the economy, VAT number PL8371840336.

Contact: contact@trackomo.com and postal address ul. Zielona 4, 96-500 Sochaczew, Poland. E-mail is the primary channel for contact and support; the Provider does not run a telephone helpline.

These Terms are available free of charge at trackomo.com/en/terms in a form that can be downloaded, stored and printed.

Entering into an Agreement requires acceptance of these Terms. Individual terms agreed with a Client in writing or in an accepted quotation prevail over these Terms.

The Agreement is concluded in Polish. This English version is a translation provided for the convenience of Clients from other European Union countries; in case of discrepancy the Polish version prevails.

§2 Definitions

Term	Meaning
Platform	The Trackomo software available through a web browser at app.trackomo.com, used to collect, process and present Data from Devices. The Platform can be added to a phone home screen as a progressive web app (PWA); the Provider does not publish a separate application in Google Play or the App Store.
Services	The services provided by the Provider under these Terms, in particular access to the Platform and its Modules.
Module	A separate part of the Platform available in a given Plan or as a paid add-on.
Plan	A variant of the Service with the scope and price set out in the Price List. Plans are billed per vehicle and per sensor.
Price List	The current list of Plans, Devices and fees published at trackomo.com.
Client	A natural person, legal person or organisational unit that has entered into an Agreement with the Provider.
Consumer	A Client who is a natural person entering into an Agreement not directly connected with their business or professional activity.
Sole trader treated as a consumer	A Client who is a natural person running a business, for whom the Agreement is not of a professional nature, within the meaning of Article 38a of the Polish Consumer Rights Act.
Account	The Client's individual area in the Platform (Organisation), protected by a login and password.
User	A person to whom the Client has granted access to the Account with a given role, for example owner, administrator, dispatcher or driver.
Device	A GPS tracker, temperature sensor or other device working with the Platform, sold by the Provider or supplied by the Client.
Data	Information sent by Devices and entered by the Client, in particular position, speed, mileage, vehicle status and temperature readings.
Billing period	The month or year for which the fee for a Plan is charged.
Trial period	A free period of using the Services, where the Provider offers one.
Agreement	An agreement for the provision of Services or a contract of sale of Devices concluded under these Terms.

§3 Scope of the Services

Depending on the Plan, the Platform provides in particular:

- the current position of vehicles and objects on a map,
- history of trips, stops and mileage,
- temperature readings, charts and alarms from sensors,
- reports, including temperature reports for the Client's own records,
- e-mail notifications and browser push notifications,
- planning delivery routes, settling how they went and email notices for recipients named by the Customer,
- additional Modules listed in the Price List.

The Provider does not send SMS notifications. Push notifications work in browsers that support them; on Apple devices they require adding the Platform to the home screen, which follows from iOS limitations rather than from the Platform.

The detailed scope of Plans and Modules is set out in the Price List.

The Provider may develop the Platform and change its features, provided this does not materially reduce the scope of the Services the Client has paid for.

The Provider does not provide telecommunications services. Devices bought from the Provider are delivered with a SIM card, and data transmission to the extent needed for the Device to work is covered by the Plan fee. The SIM card works in European Union countries covered by the operator's network; for permanent use of a Device outside Poland the Client should confirm coverage with the Provider before buying. The Client may also use their own SIM card.

Installation of Devices is not part of the Services unless the parties agree otherwise.

§4 Technical requirements

Using the Platform requires: a device with internet access, a current version of the Chrome, Safari, Firefox or Edge browser with JavaScript and cookies enabled, and an active e-mail address.

Devices must be on the list of supported devices published by the Provider in the Help Centre and configured to send Data to the Platform's servers.

The particular risks of using services provided by electronic means include: malware, phishing, password theft and session hijacking on an unsecured network. The Client should use strong, unique passwords, enable the two-factor authentication available in the Platform and keep software up to date.

§5 Account, registration and conclusion of the Agreement

Registration takes place through the form at app.trackomo.com, by signing in with a Google account, or by accepting an individual quotation.

The Agreement for the provision of Services is concluded when the Account is created and these Terms are accepted. The Provider sends a confirmation link to the address given; until the address is confirmed the Platform works in a limited way and sends no notifications or reports.

The Client provides true and current data. A Client running a business provides billing details, including a tax number, and for intra-Community purchases also an EU VAT number, if they have one.

The Client may grant access to Users and assign them roles. The Client is responsible for the acts of Users as for their own, and for withdrawing access from people who should no longer have it.

Login credentials are confidential. The Client informs the Provider without delay if they suspect the credentials have been disclosed.

The Provider may refuse registration or block an Account created in breach of these Terms, in particular one based on false data.

§6 Buying and delivery of Devices

The Client may buy Devices during registration or later in the Account. Prices in the Price List are gross prices for Consumers and net and gross prices for businesses.

The contract of sale is concluded when the Provider confirms the order by e-mail.

The Provider ships Devices within Poland and to other European Union member states. The Provider does not ship outside the European Union. The delivery cost and the expected dispatch time are shown in the order summary, before payment, and depend on the country of delivery. Devices are dispatched once payment has been credited, to the address given in the order.

For sales to a Consumer in another European Union country the price includes the VAT of the country of delivery, settled under the OSS procedure. For sales to a business in another European Union country that has provided a valid EU VAT number, the reverse charge procedure applies and the invoice is issued without Polish VAT.

Devices are delivered preconfigured to work with the Platform, with a SIM card inserted. The Client must not change the server settings in the Device; such a change stops the Data from being sent.

Ownership of a Device passes to the Client on payment of the price. The risk of accidental loss or damage passes to a Consumer and to a sole trader treated as a consumer when the Device is handed over to them, and to other Clients when the Device is handed over to the carrier.

A Client who is neither a Consumer nor a sole trader treated as a consumer inspects the parcel on delivery and reports damage to the carrier in a damage report.

Devices may be covered by a manufacturer's warranty on the terms of the warranty card supplied with the Device.

Waste equipment and batteries

Devices are electronic equipment and contain batteries. They must not be disposed of with household waste, which is what the crossed-out wheeled bin symbol on the Device or its packaging means. Waste equipment should be handed over to a collection point for waste electrical and electronic equipment, or sent back to the Provider's address; the Provider accepts waste Devices of the same type and performing the same function as those sold, at no extra charge. The Client bears the cost of returning them.

§7 Plans, fees and payments

Fees for Plans and Modules are set out in the Price List in force on the day the Agreement is concluded, or in an accepted individual quotation.

The fee for a Plan is charged in advance for each Billing period. Its amount depends on the number of active vehicles and sensors, in line with the Price List.

Card and instant transfer payments are handled by the payment provider Stripe (Stripe Payments Europe, Ltd.). The Client may also pay by bank transfer against an invoice. By choosing recurring payment the Client authorises the Provider to charge the stored card for subsequent Billing periods.

VAT is charged according to the Client's country. For Clients from other European Union countries who have provided a valid EU VAT number, the reverse charge procedure applies.

The Client agrees to receive invoices electronically. Invoices are issued and delivered in line with applicable law, including through the Polish National e-Invoicing System (KSeF) to the extent the law requires it.

Moving to a higher Plan takes effect immediately, with a surcharge proportional to the remaining part of the Billing period. Moving to a lower Plan takes effect from the next Billing period.

The Provider may offer a Trial period. At present the first 30 days of using the Platform are free for new Clients. No fee is charged automatically when the Trial period ends - continuing to use the Services requires choosing a Plan and providing a payment method.

A change to the Price List for ongoing Agreements is announced at least 30 days in advance and takes effect from the next Billing period. A Client who does not accept the change may terminate the Agreement before it takes effect.

If payment is more than 14 days late, the Provider may suspend access to the Platform after sending a reminder by e-mail.

> Suspension stops Data from being recorded. A vehicle without a paid Plan still connects to the server, but its positions and readings are not stored and cannot be recovered once the arrears are paid. For HACCP records this means a gap in the temperature history for the whole period of suspension. Data recorded before the suspension remains available for download.

§8 Client obligations

The Client uses the Platform in accordance with the law, these Terms and good practice.

The Client may monitor only vehicles and objects they are entitled to dispose of. Using the Platform to track people without a legal basis is prohibited.

Where vehicles are used by employees or contractors, the Client as employer or principal is responsible for meeting the obligations arising from data protection law and employment law on monitoring, in particular for setting out its purpose, scope and means and for informing the monitored persons before it starts.

The following are prohibited in particular:

- sending unlawful content or malware,
- attempts to gain unauthorised access to the Platform, other clients' accounts or the Provider's infrastructure,
- loading the Platform in a way that disrupts its operation, including bulk automated queries outside the published API,
- reselling or sharing the Services with third parties without the Provider's consent,
- decompilation and reverse engineering of the Platform beyond what the law permits.

If the Customer switches on notices to delivery recipients, that is the Customer's own decision; the Customer is responsible for the contact details entered in the register of places and for the lawful basis of contacting those people. The Provider sends the messages on the Customer's behalf, and the link in a message shows one delivery only and expires after the time the Customer set.

The Client takes care of the correct installation, power supply and condition of the Devices, and of keeping the SIM card in the Device active where the Client supplies it.

§9 Availability, maintenance and support

The Provider makes every effort to keep the Platform running without interruption and removes failures as soon as they are detected or reported. These Terms do not commit the Provider to a particular level of availability; availability levels and response times may be agreed individually in a quotation.

Planned work that requires an interruption is announced at least 48 hours in advance and carried out at night where possible.

Data sent by a Device while the Platform is unavailable is stored in the Device's memory and sent again once the connection is restored, within the limits of that memory.

The Provider is not liable for interruptions caused by: lack of mobile network coverage or GNSS signal, failures of operators' networks, force majeure, or acts of the Client or of third parties for whom the Provider is not responsible.

Technical support is provided by e-mail at contact@trackomo.com on working days. The Provider responds to requests without undue delay.

§10 Measurement data and HACCP

The accuracy of Data depends on the Devices, their installation and calibration, mobile network coverage and GNSS reception. Position, mileage and time may differ from the actual values.

Temperature readings come from the sensor. The Platform does not measure them; it stores and presents them. Conformity of a measurement with a standard, in particular EN 12830, follows from the certificate of the given sensor, not from the Platform.

The Platform is a tool that supports the Client in monitoring temperature and keeping records. The Client remains responsible for meeting the requirements of food law, the HACCP system and other regulations, including the choice, installation and calibration of sensors and the response to alarms.

Alarms and notifications are an aid. They may arrive late or not at all, for example where the Device or the recipient's phone has no coverage.

The Client may download Data and reports at any time in the formats offered by the Platform. The Provider keeps positions and sensor readings for 12 months, which matches the period required by Regulation (EC) No 37/2005 for temperature records in the transport of quick-frozen food. Raw frames from Devices, used only for diagnostics, are kept for 7 days. Reports downloaded by the Client remain with the Client without a time limit.

> Data older than 12 months is deleted automatically. If the Client's records require longer storage, the Client should download reports regularly or agree a longer period with the Provider in an individual quotation.

§11 Liability

The Provider is liable for the proper provision of the Services on general terms, subject to the provisions below.

Towards Clients who are neither Consumers nor sole traders treated as consumers:

- the Provider's liability is limited to actual damage and excludes lost profits,
- the Provider's total liability is limited to the fees paid by the Client for the Services in the 12 months preceding the event causing the damage,
- the Provider is not liable for the loss or spoilage of goods carried or stored by the Client, including as a result of a temperature breach not being detected or not being reported,
- the Provider's liability under statutory warranty for defects in Devices is excluded; the manufacturer's warranty applies where one has been given.

These limitations do not apply to damage caused intentionally.

Towards Consumers and sole traders treated as consumers the Provider is liable on the terms provided for by law, without the limitations above.

§12 Complaints

Complaints about the Services or Devices may be submitted by e-mail to contact@trackomo.com or in writing to the Provider's address.

A complaint should contain: the Client's details, a description of the problem and the date it occurred and, for Devices, also the IMEI or serial number and the order number.

The Provider examines a complaint within 14 days of receiving it and replies to the e-mail address it was sent from, unless the Client gives another one.

Where examining a complaint requires the Device to be sent back, the Provider gives shipping instructions. The cost of returning a Device under a complaint by a Consumer or a sole trader treated as a consumer is borne by the Provider.

The rights of Consumers and sole traders treated as consumers where a Device or a digital service does not conform with the contract are set out in §13.

§13 Consumers and sole traders treated as consumers

This paragraph applies to Consumers and, to the extent set out in Article 38a of the Polish Consumer Rights Act, to sole traders treated as consumers.

Withdrawal from the sale of a Device

A Consumer may withdraw from the contract of sale of a Device within 14 days of receiving it, without giving a reason. It is enough to send a statement by e-mail or in writing; the template in Annex 1 may be used. The Consumer returns the Device within 14 days of withdrawal and bears the direct cost of returning it. The Provider refunds the payment, including the cost of the cheapest delivery offered, within 14 days of receiving the statement, and may withhold the refund until it receives the Device or proof that it has been sent back.

The Consumer is liable for any reduction in the value of the Device resulting from using it beyond what was necessary to establish its nature, characteristics and functioning.

Withdrawal from the Agreement for Services

A Consumer may withdraw from the Agreement for the provision of Services within 14 days of concluding it. If they expressly requested that the Services start before that period ended and then withdraw, they pay for the Services provided until withdrawal, in proportion to their scope.

The right of withdrawal does not apply once the Service has been fully performed, where the Consumer expressly requested performance before the withdrawal period ended and was informed that they would then lose the right of withdrawal.

Lack of conformity with the contract

Where a Device does not conform with the contract, the Consumer has the rights set out in Chapter 5a of the Polish Consumer Rights Act, including repair or replacement and then a price reduction or withdrawal. Where the Service, as a digital service, does not conform with the contract, the rights in Chapter 5b of that Act apply. The Provider is liable for a lack of conformity existing at the time of delivery and revealed within two years of that time and, for a digital service supplied continuously, throughout the period of supply.

Clients from other European Union countries

A Consumer resident in another European Union member state keeps the protection of the mandatory provisions of the law of their own country. The choice of Polish law in §17 does not deprive them of that protection.

Out-of-court dispute resolution

A Consumer may use out-of-court complaint and redress procedures, in particular the help of a municipal or district consumer ombudsman, the Trade Inspection and consumer organisations; information is available from the Polish Office of Competition and Consumer Protection. A Consumer from another European Union country may contact the European Consumer Centre in their country.

> The European ODR platform was closed on 20 July 2025 under Regulation (EU) 2024/3228. These Terms therefore contain no link to it - templates that still do point to a service that no longer exists.

§14 Duration, termination and suspension

An Agreement for the provision of Services billed monthly is concluded for an indefinite period. Either party may terminate it with effect at the end of the current Billing period.

Where billing is annual, the Agreement is concluded for a year and renews for another year unless the Client turns renewal off in the Account before the end of the Billing period. The Provider sends a reminder about the upcoming renewal by e-mail at least 14 days in advance.

The Client terminates the Agreement in the Account or by e-mail.

The Provider may terminate the Agreement with immediate effect or suspend the Services if the Client grossly breaches these Terms, in particular §8, and has not stopped the breach despite being asked to - unless the breach requires an immediate response.

If the Provider decides to discontinue the Services altogether, it will notify Clients by e-mail at least 90 days in advance, allow Data to be downloaded until the end of that period, and refund fees for the unused part of the paid Billing period.

After the Agreement ends the Client may download their Data and reports for 30 days. After that the Provider deletes or anonymises the Data, except for data it must keep under the law, in particular accounting records.

Termination of the Agreement for Services does not affect ownership of Devices already bought. Fees for a Billing period that has started are not refunded, unless consumer protection law provides otherwise or the Agreement ends for the reasons described in the paragraph on discontinuing the Services.

§15 Personal data

For the Client's and Users' data needed to conclude and perform the Agreement (account, billing and contact details) the Provider is the controller. Details are set out in the Privacy Policy available at trackomo.com.

For personal data contained in Data from Devices and in Data entered by the Client, in particular the location of a vehicle used by a driver, the Client is the controller and the Provider processes it on the Client's behalf as a processor.

By accepting these Terms the Client enters into a data processing agreement with the Provider, set out in Annex 2, meeting the requirements of Article 28 GDPR.

Data is stored on servers in the European Union. The Provider uses suppliers outside the Union only where they offer the level of protection required by data protection law; they are listed in the data processing agreement.

§16 Intellectual property

The Platform, its code, interface, the Trackomo mark and the documentation are protected by law. The rights to them belong to the Provider or its licensors.

For the term of the Agreement the Client receives a non-exclusive, non-transferable licence to use the Platform within the paid Plan, for the purposes of their own business, with no right to sublicense.

The Client's Data belongs to the Client. The Provider uses it solely to provide the Services and, in an anonymised and aggregated form that makes it impossible to identify the Client or any individual, also to develop the Platform.

Maps in the Platform use OpenStreetMap data made available under the ODbL licence and data from other suppliers on the terms of their licences.

§17 Changes to the Terms and final provisions

The Provider may change these Terms for important reasons, in particular: changes in the law, decisions of public authorities, changes in the scope or manner of providing the Services, or security considerations.

The Provider gives notice of a change by e-mail and in the Platform at least 14 days before it takes effect. A Client who does not accept the change may terminate the Agreement with effect from the day the change takes effect.

Matters not covered here are governed by Polish law, in particular the Civil Code, the Act on providing services by electronic means and the Consumer Rights Act, subject to §13.

Disputes with Clients who are neither Consumers nor sole traders treated as consumers are settled by the court having jurisdiction over the Provider's seat. Disputes with Consumers are settled by the court having jurisdiction under general rules; a Consumer resident in another European Union member state may sue the Provider in, and may only be sued before, the courts of their country of residence, in line with Regulation (EU) No 1215/2012.

These Terms are in force from 21 November 2026.

Annexes

- Annex 1 - model withdrawal form — the statutory template, to send by e-mail or post
- Annex 2 - data processing agreement — the Article 28 GDPR document, concluded together with the Terms
- Annex 3 - price list — current plans, device prices and delivery costs