Terms and Conditions for Services Provided by Promivo

Last updated: 9 November 2026

This English version is provided for users of promivo.pl and reflects the Polish service terms. Polish law governs these Terms.

§ 1 General provisions

These Terms govern services provided by Promivo - Maciej Kukawski, Zabłocie 15, 05-140 Serock, Poland, Tax ID (NIP): 5361991859, National Business Registry No. (REGON): 541955243 (the “Service Provider”).

Contact: bok@promivo.pl, telephone +48 453 190 193, or the contact form at promivo.pl/en/contact/. The correspondence address is not a customer service office.

The Terms are available free of charge in a form that can be saved and reproduced. The Client must read and accept them before entering into a Contract.

§ 2 Definitions

- Service - an electronic or individually agreed service in marketing, consulting, advertising, analytics, design, technology, print or another scope described in the offer or Contract;
- Client - a natural person, legal person or organisational unit using a Service;
- Consumer - a natural person acting for purposes unrelated to their trade, business, craft or profession, as defined by applicable Polish law;
- Contract - an agreement between the Client and the Service Provider defining the scope, schedule and remuneration for Services;
- GDPR - Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

§ 3 Scope of Services

Promivo may provide, in particular, the following Services:

- Websites and online stores - website and e-commerce design and development, WordPress implementation, UX/UI, technical optimisation, integrations and support;
- Branding and graphic design - logos, visual identity systems, brand guidelines, print materials, social media assets and campaign design;
- Online marketing - Google Ads, Meta Ads, SEO, social media, content and analytics;
- Print and advertising materials - business cards, flyers, catalogues, banners and posters, including material advice and delivery arrangements;
- Exhibition services - stand concepts, design and related consulting.

The exact scope, milestones, schedule, number of revision rounds, deliverables and remuneration are specified in the individual offer or Contract.

§ 4 Entering into and terminating a Contract

A Contract is entered into when the Client accepts the Service Provider's offer, including acceptance by email, unless the parties agree otherwise.

The Client must provide the materials, information and access reasonably required to perform the Services.

A Contract may be concluded for a fixed or indefinite period. Either party may terminate an indefinite Contract on the notice period agreed in the offer or Contract. Where no notice period is agreed, applicable law governs.

The Service Provider may terminate the Contract with immediate effect in the event of a material breach by the Client, including a payment delay exceeding 14 days, after any notice required by law or the Contract.

§ 5 Responsibilities of the parties

The Service Provider will:

- perform the Services with professional care and keep the Client reasonably informed about progress;
- protect confidential information received from the Client;
- notify the Client of circumstances that may materially affect the schedule or scope.

The Client will:

- pay agreed fees on time and cooperate in good faith;
- provide accurate materials, approvals and access without undue delay;
- ensure that supplied content does not infringe law or third-party rights.

§ 6 Remuneration and payment

Remuneration may be fixed, subscription-based or calculated using an hourly rate, as set out in the offer or Contract.

The payment deadline is set out in the agreed offer or Contract and stated on the invoice.

For late payment, the Service Provider may charge statutory interest and, where permitted, suspend further work until overdue amounts are paid.

§ 7 Intellectual property

Deliverables may be protected by copyright and other intellectual property rights. Fields of use and licence terms are defined in the individual offer or Contract. A transfer of economic copyright is effective only where agreed in the form required by law, covers the fields of use expressly specified, and takes effect at the time agreed by the parties.

Unless agreed otherwise, a final licence takes effect after full payment of the applicable remuneration.

Promivo may present completed work in its portfolio and marketing materials unless the Client objects in writing or the parties agree otherwise. Publication respects confidentiality, personal data protection and third-party rights. Where the law requires consent or permission, we publish only after obtaining it.

§ 8 Complaints

Complaints may be sent by email to bok@promivo.pl or by post to the address in § 1. Applicable law determines the periods for submitting complaints. Please identify the Client, describe the issue and state the requested resolution.

The Service Provider will respond within 14 days of receipt unless applicable law sets a different deadline. A response to a Consumer will be provided on paper or another durable medium.

§ 9 Consumer right of withdrawal

A Consumer who enters into a distance Contract generally has 14 days to withdraw without giving a reason. The period runs from conclusion for services and generally from receipt for goods. To exercise the right, send a clear statement before the deadline to bok@promivo.pl or by post to the address in § 1.

Performance before the period ends starts at the Consumer’s express request. If the Consumer then withdraws, a proportionate amount may be due for the part already provided, subject to applicable law.

The right may be lost after a paid service has been fully performed only where the statutory conditions are met, including prior express consent and acknowledgement that the right will be lost upon full performance. The statutory exception for non-prefabricated goods made to the Consumer’s specifications or clearly personalised applies where its conditions are met.

These rights also apply, as provided by law, to individuals who enter into a Contract directly related to their business activity where the Contract is not of a professional nature for them.

§ 10 Personal data

Personal data is processed in accordance with the Promivo Privacy Policy available at promivo.pl/en/documents/privacy-policy/.

§ 11 Final provisions

Polish law applies to these Terms and Contracts, including the Polish Civil Code and legislation on electronic services, without limiting mandatory consumer protections that apply under law.

Jurisdiction over disputes is determined by applicable law.

Promivo publishes revisions to these Terms on its website for future Contracts. An existing Contract may be changed by agreement between the parties or where applicable law allows it. Revisions do not limit the Client’s statutory rights.