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TERMS OF SERVICE — TIMEGUARDIAN.PL

Last updated: August 21, 2026

§1. GENERAL PROVISIONS

1. The website available at timeguardian.pl is operated by an individual: Bartosz Wania, residing in Lublin, Poland, conducting sales under Poland's unregistered-activity regime (hereinafter the "Seller").
2. The Seller's full registration and address details are provided to the Consumer promptly after purchase, in the email confirming the conclusion of the contract.
3. Contact with the Seller is via email: kontakt@timeguardian.pl.
4. These Terms set out the rules for using the Website, purchasing a license for the Time Guardian software, and the provision of services by electronic means.
5. Before placing an order, the User is required to read and accept these Terms.

§2. DEFINITIONS

1. Software – the Time Guardian computer program for Windows, used for parental control.
2. License – the right to use the Software under the terms set out in these Terms and the EULA.
3. License Key – a unique string of characters that activates the Software.
4. Device – a single Windows computer on which the License Key is activated.
5. User – an adult natural person with full legal capacity.
6. Consumer – a User making a purchase not directly related to their business or professional activity.

§3. LICENSE AND TERMS OF USE

1. Upon purchase of the Software and confirmation of payment, the Seller grants the User a non-exclusive, non-transferable, and perpetual (lifetime) license to use the Software under the terms set out in the EULA.
2. One License Key entitles the holder to activate and use the Software on one Device at a time.
3. The License includes the right to download all free updates to the Software released within the main version line.
4. The User is prohibited from:
 - reselling, sublicensing, or transferring the License Key to third parties free of charge,

- reverse engineering, decompiling, modifying, or cracking the Software's source code,
- monitoring devices belonging to adults without their explicit consent.

§4. ORDERS AND PAYMENT

1. The contract is concluded when the User correctly places an order, pays for it, and the funds are confirmed by the payment system.
2. Payments on the Website are handled by an external operator (Paddle). The Seller does not process or store Users' payment card data.
3. Prices given on the Website are final (gross) prices, expressed in Polish złoty (PLN).
4. The License Key, together with installation instructions, is sent automatically to the User's email address within 15 minutes of payment confirmation.

§5. RIGHT OF WITHDRAWAL

1. Under Article 38(13) of the Polish Consumer Rights Act, the right to withdraw from a distance contract does not apply to the Consumer with respect to contracts for the supply of digital content not delivered on a tangible medium, if performance began with the Consumer's explicit consent before the withdrawal period expired, and after the Seller informed the Consumer that they would lose the right of withdrawal.
2. The Consumer acknowledges that consenting to immediate delivery of the License Key before the 14-day period from purchase has elapsed results in the irrevocable loss of the right to withdraw from the contract.

§6. COMPLAINTS AND CONFORMITY WITH THE CONTRACT

1. The Seller is obliged to deliver Software free of defects and conforming to the contract.
2. Complaints should be sent to: kontakt@timeguardian.pl, stating: name, the email address associated with the purchase, and a description of the fault.
3. The Seller reviews complaints within 14 calendar days of receipt.
4. The Consumer's rights in the event of non-conformity of digital content with the contract are governed by the generally applicable provisions of the Polish Consumer Rights Act.

§7. TECHNICAL SUPPORT

1. The Seller provides free technical support related to the installation and activation of the Software via email at kontakt@timeguardian.pl, within 3 business days.

§8. LIMITATION OF LIABILITY

1. For Users who are not Consumers (e.g. businesses), the Seller's liability for warranty, non-performance or improper performance of the contract, and for any damages (including data loss), is entirely excluded, and liability is limited to the amount paid for the License.

§9. PERSONAL DATA PROTECTION

1. Detailed rules for data processing and GDPR information obligations are set out in the Privacy Policy, available at: timeguardian.pl/prywatnosc.

§10. FINAL PROVISIONS

1. Matters not regulated herein are governed by Polish law, in particular the Civil Code and the Consumer Rights Act.

2. The Consumer has the right to use out-of-court complaint resolution methods, including assistance from the Municipal (District) Consumer Ombudsman. Information on consumer rights in the EU is available at: <https://europa.eu>.

3. Users will be notified of changes to these Terms by email, with 14 days' notice.