inlockly

LEGAL

Terms of Service

The rules for using the Inlockly™ app - your account, plans and payments, free trials, withdrawal, groups, liability, complaints, and termination.

Version 2.0 · October 26, 2026

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Inlockly™ Terms of Service (the "**Terms**"), version 2.0, effective October 26, 2026. These Terms are the terms for providing electronic services within the meaning of the Polish Act of July 18, 2002 on Providing Services by Electronic Means.

§ 1. Provider and contact

1. The services are provided by **IMPERIT Dawid Łukaszek**, ul. Mireckiego 26A/38, 42-208 Częstochowa, Poland, Tax ID (NIP): 9492259428, REGON: 524405263 ("**IMPERIT**").

2. Contact: support@inlockly.com (support, complaints, withdrawal, reports of illegal content), privacy@inlockly.com (personal data), or by mail at the address above. support@inlockly.com is also our point of contact for users and authorities under Articles 11 and 12 of the Digital Services Act (Regulation (EU) 2022/2065). You can contact us in English or Polish.

3. These Terms are available free of charge at inlockly.com/en/terms in a form you can download (PDF), save, and print.

§ 2. Definitions

App – the Inlockly™ password manager in any form: the web app (app.inlockly.com), the desktop apps (Windows, macOS, Linux), the phone and tablet apps (iOS, Android), and the browser extensions.

Website – www.inlockly.com.

User – anyone who uses the App or the Website.

Consumer – a User who is an individual entering into the Agreement for purposes not directly related to their business or profession. The provisions of these Terms that apply to Consumers also apply to an individual entering into the Agreement directly related to their business when the Agreement isn't of a professional nature for them (Articles 7aa and 38a of the Polish Consumer Rights Act of May 30, 2014), to the extent provided by those provisions.

Business – a User who isn't a Consumer, in particular a company or organization using the Team or Business plan.

Account – a User's account in the App.

Vault – a User's encrypted collection of items (passwords, notes, cards, documents, and other data).

Group – a shared family, team, or business account where members share folders of items.

Group Owner – the User who created a Group or took over its ownership; responsible to IMPERIT for the Group and its members.

Plan – the scope of the App's features: Free, Personal, Family, Team, or Business.

Subscription – a paid Plan billed monthly or annually.

Master Password – the password a User unlocks their Vault with; IMPERIT doesn't know it.

Recovery Key – a code that lets a User regain access to their Vault without the Master Password.

Agreement – the agreement for electronic services between a User and IMPERIT, on the terms set out in these Terms.

§ 3. Services and technical requirements

1. IMPERIT provides, in particular: running the Account and Vault, encrypting and syncing data across devices, password generation, autofill, storing two-step verification codes, sharing items (in Groups and through links), running Groups, importing and exporting data, and password security analysis (SafetyMeter™). The features of each Plan are described on our pricing page.

2. To use the App, you need a device with internet access, a current version of a supported operating system or browser (see the Download page), and an email address. Some features work offline after you've signed in. You're responsible for the cost of your internet access.

3. The App is available in the browser, on the Website, and in the App Store, Google Play, Huawei AppGallery, Microsoft Store, and browser extension stores. Your use of these stores is also subject to their terms.

4. You may not provide unlawful content.

§ 4. Account

1. The Agreement is concluded when you create an Account. To create an Account, you need an email address, your first and last name, a Master Password, and to accept these Terms. Your Account is activated through a link sent to your email address.

2. You must provide accurate information and keep it up to date in your Account settings.

3. You can use an Account on your own if you're at least 16 years old. Younger people may use the App with the consent of a parent or legal guardian, in particular in a family Group.

4. Each Account belongs to one person. You may not share your Account with others; Groups are for sharing.

§ 5. Master Password, Recovery Key, and security

1. Your Vault is encrypted on your device with a key derived from your Master Password. **IMPERIT doesn't know your Master Password, has no access to the contents of your Vault, and can't recover either.**

2. If you forget your Master Password, you can regain access with your Recovery Key or - if you belong to a Group - with your Group's help, as described in the App. Without these options, the only way forward is an Account reset, which permanently deletes the contents of your Vault. You're responsible for keeping your Master Password and Recovery Key safe.

3. Don't share your Master Password with anyone, and let IMPERIT know right away if you suspect unauthorized access to your Account.

4. IMPERIT recommends turning on two-step verification. IMPERIT support won't turn off two-step verification at your request - you regain access with backup codes or other methods described in the App.

5. Our security measures are described in detail in our Security Whitepaper.

§ 6. Plans, free trials, and payments

1. The Free plan is free of charge, with the limits described on the pricing page. All other Plans are paid.

2. Current prices and Plan features are on our pricing page. For Consumers in the European Union, prices include VAT. On the Team and Business plans, the price depends on the number of seats (Team: 5 to 10 seats).

3. You can buy a Subscription:

a) on the Website and in the web app - through our payment processor, Stripe (all Plans);

b) in the App Store or Google Play - the Personal and Family plans; in that case, Apple or Google handles payment, renewal, cancellation, and refunds under their own terms.

4. Subscriptions are paid in advance for the billing period (monthly or annually) and renew automatically for the same period until you cancel. You can cancel at any time, effective at the end of the paid period: in the App (Billing) or in the store where you bought it. Your Subscription stays active until then, and you won't be charged again (refunds - § 8).

5. **Free trials.** IMPERIT may offer free trials, in particular:

a) 7 days of the Personal plan after you create your Account, with no card required; IMPERIT emails you a reminder before it ends, after which your Account moves to the Free plan at no charge;

b) 14 days of a Subscription bought through Stripe, with a card; if you don't cancel before the trial ends, the first payment is charged on the last day of the trial.

Trial terms are shown before the trial starts; changes to trial terms don't affect trials already in progress.

6. If a renewal payment fails, IMPERIT may suspend paid features. Your Account then moves to the Free plan, and a Group becomes read-only, with no data lost. Features come back once the Subscription is paid.

7. Invoices are available in the App (Billing → Invoices and payment method). You agree to receive invoices electronically.

§ 7. Price changes

1. IMPERIT may change Subscription prices for valid reasons: changes in law or tax rates, increases in the cost of providing the service (in particular infrastructure, payment processing, and personnel), inflation, or changes to a Plan's features.

2. IMPERIT will email you about a price change at least 30 days before it takes effect. The new price applies from your next billing period after that date. If you don't accept the new price, you can cancel your Subscription before it takes effect at no extra cost.

3. App Store and Google Play prices are set under those stores' rules, and the stores notify you of changes.

§ 8. Right of withdrawal (Consumers)

1. A Consumer who bought a Subscription through Stripe may withdraw from the Agreement within **14 days** of concluding it, without giving a reason. Just send a statement before the deadline, for example by email to support@inlockly.com or using the form attached to these Terms (using the form is optional).

2. A Consumer who withdraws within the period in section 1 gets a refund of **the full amount paid** - even if they used the service during that time.

3. IMPERIT refunds the payment without undue delay and no later than 14 days after receiving the statement, using the same payment method unless the Consumer agrees to another (at no cost to them).

4. App Store and Google Play purchases: Apple and Google handle withdrawal and refunds under their own rules.

5. **Canceling a Subscription isn't the same as withdrawing.** After you cancel (§ 6(4)), your Subscription stays active until the end of the paid period, and you won't be charged again. The fee for the current period isn't refunded.

6. Except as set out in sections 1-4, fees for a billing period that has started are non-refundable. IMPERIT may refund a fee at its discretion in justified cases.

§ 9. Groups

1. A User can create a Group and becomes its Group Owner. The Group Owner invites members, assigns roles and permissions, manages folders and departments, and pays for the Group's Subscription (or designates a person with billing permission).

2. Group types and their limits are described on the pricing page. A Group member uses the Group's features within the permissions granted and still has their own private Vault, which the Group can't access.

3. The Group Owner and authorized admins can see information about members and their activity in the Group in the management console, as described in our Privacy Policy. A Business that uses a Group for its employees or contractors is responsible for informing them and for the legal basis for processing their data; IMPERIT processes that data on the Business's behalf under our Data Processing Agreement, which the Business accepts when buying the Team or Business plan.

4. A member can leave a Group at any time. The Group Owner can remove a member - the member then loses access to the Group's folders but keeps their Account and private Vault.

5. The Group Owner deletes a Group after canceling its Subscription. After deletion is requested, the Group is read-only for 30 days and the deletion can be canceled; after that, its data is permanently deleted.

§ 10. Your data and license

1. The data you store in the App belongs to you. You can export it at any time.

2. You grant IMPERIT a non-exclusive, royalty-free license to store, copy (including backups), transmit, and display that data to the extent necessary to provide the services, for the term of the Agreement and the data deletion period after it ends. The contents of your Vault are encrypted, and IMPERIT has no access to them.

3. How we process personal data is described in our Privacy Policy and Cookie Policy.

§ 11. Acceptable use

1. You must use the App in accordance with the law, these Terms, and good practice. In particular, you may not:

a) store or share (including through links) unlawful content, in particular content that infringes copyright or personal rights or is used to commit a crime;

b) disrupt the App, circumvent its security or Plan limits, including through automated requests;

c) attempt to access other Users' data or resources you aren't authorized to access;

d) decompile the App or interfere with its code, except as permitted by law;

e) use the App to send unsolicited commercial communications.

2. The rights to the App, its code, the Inlockly™ name, and trademarks belong to IMPERIT. The Agreement gives you a non-exclusive, non-transferable right to use the App for its term. You may not distribute, sell, or make it available through other distribution channels without IMPERIT's consent.

§ 12. Reporting illegal content

1. Anyone can report content shared through the App (for example, through a share link) that they believe is illegal by emailing support@inlockly.com. The report should explain why the content is illegal and include its exact address (link), the reporter's name and email address (except for reports of certain crimes), and a statement of good faith.

2. IMPERIT handles reports promptly and objectively. Because Vault contents are encrypted, IMPERIT can only act on access to them (for example, by disabling a share link or blocking an Account). IMPERIT informs the reporter and the affected User of its decision and the reasons for it, including how to appeal (by replying to support@inlockly.com within 14 days).

§ 13. Suspension and termination

1. You can terminate the Agreement at any time by deleting your Account in the App (Settings → Account → Danger zone → Delete account). A Group Owner must first transfer ownership of the Group or delete it. Your Account is deleted after 30 days, during which you can restore it. Deleting your Account doesn't cancel a Subscription bought in the App Store or Google Play - you need to cancel it in the store.

2. IMPERIT may block an Account or terminate the Agreement for valid reasons if a User materially violates these Terms or the law (§ 11), in particular by threatening the security of the App or other Users. IMPERIT will first ask the User to stop, unless the nature of the violation doesn't allow it (for example, an attack on the App or a legal obligation). IMPERIT will

email the User about the block or termination and the reasons for it; the User can appeal as described in § 12(2). If IMPERIT terminates the Agreement, the User can export their data for at least 14 days, unless the law or security doesn't allow it.

3. IMPERIT may discontinue the services entirely with 3 months' notice by email; it will refund the proportional part of any prepaid, unused Subscription period.

§ 14. Changes to the App

1. IMPERIT continuously develops the App: it adds features, changes the design, and requires updates to secure versions. IMPERIT may make changes that don't materially worsen access to or use of the service without the User's consent.

2. If a change materially and negatively affects a Consumer's access to or use of a paid service, IMPERIT will notify the Consumer in advance on a durable medium (email), and the Consumer may terminate the Agreement within 30 days of the change or the notice, free of charge, and get a proportional refund for the period after termination.

3. IMPERIT may temporarily take the App offline for maintenance, aiming to do so at times of lowest traffic.

§ 15. Conformity and liability to Consumers

1. IMPERIT is liable to Consumers for the conformity of the digital service with the Agreement under Chapter 5b of the Polish Consumer Rights Act. If the service doesn't conform, the Consumer may request that it be brought into conformity and, if that's impossible or ineffective, a price reduction or withdrawal from the Agreement.

2. Nothing in these Terms excludes or limits the Consumer's rights under mandatory law.

3. Because of the zero-knowledge model, IMPERIT isn't liable for loss of access to a Vault resulting from the User losing their Master Password and Recovery Key, provided IMPERIT has properly performed its obligations.

§ 16. Liability to Businesses

1. IMPERIT is liable to Businesses only for actual damage caused by its fault, up to the total fees the Business paid in the **6 months** before the event that caused the damage. IMPERIT isn't liable for lost profits.

2. The limits in section 1 don't apply to damage caused intentionally.

3. To the extent permitted by law, statutory warranty (rękojmia) is excluded for Businesses.

4. IMPERIT isn't liable to Businesses for interruptions caused by force majeure, failures of internet or power providers, or actions of third parties that IMPERIT couldn't prevent despite due diligence.

§ 17. Complaints

1. You can submit complaints about the App and services to support@inlockly.com or in writing to IMPERIT's address. Include your Account's email address and a description of the problem.

2. IMPERIT responds to complaints within **14 days** of receiving them, by email. If IMPERIT doesn't respond within that time, a Consumer's complaint is deemed accepted.

3. Payment complaints about App Store and Google Play purchases are handled by Apple and Google.

§ 18. Out-of-court dispute resolution

1. Consumers can use out-of-court dispute resolution, in particular the permanent consumer arbitration courts at the Polish Trade Inspection, mediation by the provincial Trade Inspection inspector, or a municipal or district consumer ombudsman. More information: polubowne.uokik.gov.pl. Consumers in other EU countries can also contact their national consumer bodies.

2. Using these methods is voluntary and requires the consent of both parties.

§ 19. Governing law and courts

1. The Agreement is governed by Polish law. This choice of law doesn't deprive a Consumer of the protection of mandatory provisions of the law of the country where they habitually reside.

2. Disputes with Businesses are resolved by the court with jurisdiction over IMPERIT's registered office. Disputes with Consumers are resolved by the courts with jurisdiction under general rules.

§ 20. Changes to these Terms

1. IMPERIT may change these Terms for valid reasons: changes in law, decisions or rulings of authorities, changes to the scope or manner of providing the services (including new features and Plans), changes of payment processors, the need to improve security or prevent abuse, or to improve clarity.

2. IMPERIT will notify you of changes by email or in the App at least 14 days before they take effect and publish the new version on the Website. Changes that only benefit Users, or that the law requires immediately, may take effect sooner.

3. If you don't accept the changes, you can terminate the Agreement before they take effect by deleting your Account, at no cost. IMPERIT will then cancel a Subscription bought through Stripe and refund the proportional part of the price for the period after termination.

4. Previous versions of these Terms are available on the Website.

§ 21. Final provisions

1. These Terms are available in Polish and English. In the event of any inconsistency, the Polish version prevails, except where a Consumer concluded the Agreement in English – then any inconsistency is resolved in the Consumer's favor.

2. If any provision of these Terms is held invalid, the remaining provisions stay in effect.

3. Matters not covered by these Terms are governed by Polish law, in particular the Civil Code, the Act on Providing Services by Electronic Means, and the Consumer Rights Act.

Appendix: model withdrawal form

(complete and return this form only if you wish to withdraw from the agreement)

To: IMPERIT Dawid Łukaszek, ul. Mireckiego 26A/38, 42-208 Częstochowa, Poland, support@inlockly.com

I/We(*) hereby give notice that I/We(*) withdraw from my/our(*) contract for the provision of the following service: Inlockly™ subscription, plan .....

Date of the contract: .....

Name of consumer(s): .....

Account email address: .....

Address of consumer(s): .....

Signature of consumer(s) (only if this form is sent on paper): .....

Date: .....

(*) Delete as appropriate.