

Terms of Use of SIVULUQ — Public Beta

Version 1.0

Effective date: 5.10.2026

1. About these Terms

1. These Terms set out the rules for using SIVULUQ during the public beta period, including Demo mode.
2. SIVULUQ is provided by PPBT Maciej Polański, NIP (Polish tax identification number) 9541620316, e-mail: m.polanski@ppbt.pl, hereinafter referred to as “PPBT”.
3. The person using SIVULUQ is hereinafter referred to as the “User”.
4. By accepting the Terms, the User enters into an agreement with PPBT for the use of SIVULUQ on the terms described below.
5. The Terms apply to the public beta version of SIVULUQ. They are not the terms of a future paid commercial version. Participation in the beta programme does not confer the right to use a future commercial version free of charge or to receive a particular price or type of licence after the beta programme ends.
6. Before accepting the Terms, the User may read their full text and retain it in a form that allows it to be reproduced later.

2. What SIVULUQ Public Beta is

1. SIVULUQ is a desktop application that supports work with text and writing projects, intended for macOS and Windows.
2. Public Beta is a pre-release version made available, in particular, to test the application in real-world conditions, identify errors and further develop the product.
3. The beta version may:
 - a) contain errors and unfinished features;
 - b) behave differently on different hardware and operating system configurations;
 - c) change in subsequent updates;
 - d) include features that will be changed, replaced or removed before the commercial version is released.
4. PPBT does not guarantee that a feature available in the beta version will be included unchanged in a future commercial version.
5. Beta status does not limit the User’s rights under mandatory provisions of law.

3. Licence

1. SIVULUQ and its components, except for components covered by separate licences, are protected by copyright and other applicable laws.
2. PPBT grants the User a non-exclusive, non-transferable licence to use SIVULUQ for the User’s own purposes for as long as the User holds a valid entitlement to use the relevant application mode.
3. The licence does not transfer intellectual property rights in SIVULUQ to the User.
4. The number of devices activated simultaneously or in total may depend on the type of entitlement granted. Information about the applicable limit is made available to the User in connection with the licence or activation.
5. Except where permitted by mandatory provisions of law, the User must not:
 - a) sell, sublicense or make SIVULUQ available to third parties for a fee;
 - b) circumvent the application’s activation, licensing or security mechanisms;

c) modify the application to remove or circumvent licence restrictions;

d) use SIVULUQ in a manner that infringes the rights of PPBT or third parties.

6. Merely receiving a copy of the installer does not confer the right to use SIVULUQ without complying with these Terms. Use of SIVULUQ requires the User to be bound by the current Terms. If the required acceptance of the current version of the Terms has not been recorded before the application is launched, the User will be asked to read and accept them before starting to use Demo or activating the application.

4. Demo

1. SIVULUQ may allow the use of Demo mode without a full beta licence.

2. Demo is intended to allow the User to become familiar with the application and may have restrictions concerning features, duration, the number of activations or other parameters.

3. The current scope of Demo is determined by the features made available in the application and the information presented to the User when starting Demo.

4. Use of Demo is subject to these Terms to the same extent as use of the public beta version, unless a provision expressly applies only to a particular type of licence.

5. Granting Demo does not mean granting a beta licence or a right to a future commercial version.

5. Technical requirements

1. Use of SIVULUQ requires a compatible device and a supported version of macOS or Windows.

2. Features that require communication with SIVULUQ services or external services require an Internet connection.

3. Features that use external AI Providers may additionally require an account, an API key, an appropriate service plan or compliance with other requirements specified by the relevant Provider.

4. SIVULUQ's current technical requirements may be made available on sivuluq.com, in the product documentation or with a particular application version.

5. PPBT may discontinue support for a particular operating system version or technical configuration where justified by product development, security or technological changes, while respecting the User's rights under applicable laws.

6. The User's projects and content

1. The User retains the rights to their texts, projects and other content created or processed using SIVULUQ.

2. Use of SIVULUQ does not, in itself, transfer copyright in the User's works to PPBT or grant PPBT a licence to publish, sell or use them for other purposes of its own.

3. SIVULUQ projects are generally stored locally on the device or in a location chosen by the User, subject to features that inherently require communication with an external service or a SIVULUQ service.

4. The User is responsible for holding the rights or other grounds that permit them to use third-party materials in SIVULUQ.

7. Backups and project security

1. Public Beta is pre-release software. Despite the use of data protection and project saving mechanisms, errors in the application, operating system, hardware or other elements of the User's environment may lead to data corruption or loss.

2. The User should make independent backups of important projects, particularly before installing updates to the application or operating system, or performing operations that may affect data.

3. SIVULUQ should not be the sole storage location for the only existing copy of material whose loss could cause substantial harm.
4. The provisions of this section do not exclude or limit PPBT's liability to the extent that such exclusion or limitation would be prohibited under applicable laws.

8. Artificial intelligence features and external providers

1. SIVULUQ enables the use of features based on artificial intelligence models supplied by external providers ("AI Providers") and, in certain cases, models or services run locally or specified by the User.
2. The availability of a particular AI Provider, model or feature may change independently of PPBT.
3. If the User selects an external AI Provider, the content needed to perform the requested operation may be sent to that Provider according to the nature of the feature invoked.
4. Use of an external AI Provider's services may be subject to its own terms of use, privacy policy, technical restrictions, limits and fees.
5. Where a feature requires the User's own account, API key or other AI Provider credential, the User is responsible for:
 - a) lawfully obtaining and using that credential;
 - b) complying with that Provider's terms;
 - c) monitoring costs charged by the Provider;
 - d) properly securing their account and credentials.
6. PPBT does not determine the terms on which external AI Providers operate and does not guarantee their continued availability, prices, limits, quality of results or the suitability of their models for a particular use by the User.
7. Results generated by AI models may contain errors or information that is false, incomplete, outdated or inappropriate for the intended use. The User should assess a result before using it, particularly where it may have legal, financial, medical, professional or other significant consequences.
8. SIVULUQ does not guarantee that a result generated by an external AI model will be original, free of third-party rights or eligible for copyright protection. It is for the User to assess whether a particular result may be published or otherwise used, taking into account applicable law and the relevant Provider's terms.

9. API keys and credentials

1. SIVULUQ may allow API keys or other credentials needed to communicate with services configured by the User to be saved on the device.
2. The User should not share their API keys with others or include them in documents, reports or other materials that may be made available to third parties.
3. If disclosure of an API key is suspected, the User should follow the relevant Provider's procedure, in particular revoking or replacing the compromised credential.

10. Diagnostics and error reporting

1. SIVULUQ includes diagnostic mechanisms for detecting and analysing application errors and crashes.
2. Automatic diagnostic reporting is a feature controlled by the User. When it is disabled, reports that require that setting are not sent automatically.
3. The User may also deliberately create or send a diagnostic report to report a problem.
4. The diagnostic mechanism is designed so that technical reports do not contain document content, AI prompts and responses, licence keys, Provider credentials or other free-form User content, except for information that the User chooses to enter in the report field provided for that purpose.

5. To technically authenticate the submission of a report, the application may use data associated with a valid entitlement to use SIVULUQ. The SIVULUQ Privacy Policy describes the detailed scope of data processed, purposes, legal bases and retention periods.

6. Enabling or disabling optional diagnostic reporting does not affect the User's rights under these Terms.

11. Feedback and participation in the beta programme

1. The User may voluntarily provide PPBT with information about errors, comments, proposals and other opinions concerning SIVULUQ ("Feedback").

2. Providing Feedback does not transfer to PPBT copyright in the User's texts, projects or other works that are not directly related to the Feedback itself.

3. The User agrees that PPBT may use Feedback concerning the operation, design and development of SIVULUQ to develop, improve, test and commercialise the product, without any obligation to pay remuneration for the idea, suggestion or error report itself.

4. If Feedback contains a copyright-protected work, the User grants PPBT a non-exclusive licence free of charge to the extent necessary to review, analyse, record internally and use the Feedback in work on SIVULUQ.

5. The User is not obliged to provide Feedback unless otherwise agreed separately.

12. Updates and changes to SIVULUQ

1. SIVULUQ may be updated frequently during Public Beta.

2. Updates may include error and security fixes, change existing features, add new features or remove experimental features.

3. PPBT may designate an update as required where it is necessary, in particular, for security, technical compatibility, operation of the licensing system or the continued proper provision of features related to SIVULUQ services.

4. PPBT provides information about updates required under applicable laws and supplies them to the extent required by those laws.

5. Where a change to SIVULUQ affects consumer rights in a manner governed by mandatory provisions, those provisions apply regardless of these Terms.

13. Changes to the Terms

1. PPBT may change these Terms where this is justified, in particular, by:

- a) changes in provisions of law or in the way they are applied;
- b) changes to the features, operation or model under which SIVULUQ is made available;
- c) changes to the rules of the Public Beta programme;
- d) the need to ensure security, protection against abuse or the proper operation of the licensing system;
- e) changes to the way external services or AI Providers are used.

2. A change to the Terms does not prejudice the rights acquired by the User or the rights afforded to them under mandatory provisions of law.

3. PPBT will inform the User of any material change to the Terms in a manner that enables them to read the new text before it starts to apply, in particular through the User's account, the SIVULUQ application or e-mail.

4. Where the nature of a change requires the agreement with the User to be entered into again or amended, continued use of SIVULUQ may be made conditional on express acceptance of the new version of the Terms. Mere absence of an objection or continued use of the application will not be treated as express acceptance where the law or the nature of the change requires such acceptance.

5. If the User does not accept the new version of the Terms, they may end their participation in Public Beta. In that case, PPBT may restrict access to features that require the new Terms to apply, in particular network services, activation or subsequent versions of SIVULUQ, while respecting the User's rights under applicable laws.
6. Changes that are solely editorial, linguistic or technical and do not affect the User's rights or obligations need not require renewed acceptance.

14. Duration and end of the Public Beta programme

1. The Public Beta programme is temporary. PPBT may specify or change its end date and may discontinue making a particular test version of SIVULUQ available.
2. The User may withdraw from the Public Beta programme and stop using SIVULUQ at any time.
3. PPBT may terminate or restrict the User's access to the Public Beta programme in the event of:
 - a) a material or repeated breach of these Terms;
 - b) circumvention of SIVULUQ's security measures, licensing system or technical restrictions;
 - c) use of SIVULUQ in an unlawful manner or in a manner that creates a significant risk to the security of the product, services or other Users;
 - d) the end of the Public Beta programme or withdrawal of a particular product version.
4. Where circumstances permit, before restricting access for reasons relating to the User, PPBT will inform the User of the reason and allow the breach to be remedied within a reasonable time. This does not apply where immediate action is required for security reasons, to comply with a legal obligation or to prevent serious abuse.
5. The end of the Public Beta programme does not transfer to PPBT rights in the User's projects or other content.
6. Before ending use of the application, the User should ensure that they have copies of the data and projects they wish to retain accessible outside the application, to the extent that SIVULUQ allows them to be saved or exported.
7. Participation in Public Beta does not guarantee free access to a future commercial version of SIVULUQ, a particular price level or the future availability of all features present in the Beta version.
8. If SIVULUQ becomes commercially available on new terms, starting to use the commercial version may require entering into a separate agreement or accepting new terms. These Terms do not constitute an advance agreement concerning a paid version of SIVULUQ.

15. Consumers and the User's mandatory rights

1. No provision of these Terms is intended to exclude or limit the rights of a consumer or any other person afforded protection by law where those rights cannot validly be excluded or limited by agreement.
2. If a provision of these Terms conflicts with a mandatory provision protecting the User, the applicable provision of law prevails.
3. Provisions concerning the test nature of SIVULUQ, the possibility of errors, backups and limitations of liability do not deprive consumers of their rights under applicable laws concerning digital content or digital services.
4. A User who is a consumer may use the legal remedies available under Polish and European Union law.
5. The provisions of this section also apply to a natural person entering into an agreement directly related to their business activity where, under applicable laws, they are entitled to consumer protection in the relevant respect.

16. Right of withdrawal and leaving Public Beta

1. SIVULUQ Public Beta is currently made available free of charge.
2. The User may leave Public Beta and stop using SIVULUQ at any time, irrespective of any statutory rights to withdraw from the agreement.
3. These Terms do not require the User to waive the statutory right of withdrawal or declare that they lose that right.
4. Where, in a particular case, laws concerning distance contracts, digital content or digital services grant the User an additional right of withdrawal, these Terms do not limit that right.
5. The rules for withdrawing from a future paid agreement concerning SIVULUQ will be set out before sales begin and do not arise from these Public Beta Terms.

17. Privacy and personal data

1. The current SIVULUQ Privacy Policy describes how PPBT processes personal data in connection with the User's account, participation in Public Beta, licensing, activation, use of SIVULUQ services and diagnostics.
2. The Privacy Policy is separate from these Terms. Making it available to the User does not mean that their consent is the basis for all personal data processing.
3. Where the law requires separate User consent for particular data processing, that consent will be obtained separately and will not arise solely from accepting these Terms.
4. Where the User uses an external AI Provider, data sent to that Provider is also subject to the Provider's data processing rules. PPBT does not act in place of the User in entering into agreements with Providers whose accounts or API keys the User configures independently.
5. The Privacy Policy and relevant information presented in SIVULUQ set out the detailed scope of technical data relating to diagnostics, the rules for sending and retaining it, and information concerning crash reports.

18. Complaints and contact

1. The User may submit complaints about the operation of SIVULUQ services or performance of this agreement by e-mail to m.polanski@ppbt.pl.
2. A complaint should contain information allowing the subject of the complaint to be established and, where needed to consider it, information allowing the User or their entitlement to use SIVULUQ to be identified.
3. PPBT considers complaints within the period required by applicable laws or, where the law does not specify a particular period for the case in question, without undue delay.
4. Use of the complaints procedure does not limit the User's rights under applicable laws.

19. Communication with the User

1. Information relating to the agreement, the Public Beta programme, security, material changes to SIVULUQ or these Terms may be communicated to the User through the application, their account on sivuluq.com or the e-mail address associated with their account or participation in the Beta programme.
2. The User should keep the e-mail address used in connection with their SIVULUQ account up to date where providing it is required to use a particular service.
3. Marketing messages are not a condition of using Public Beta. Where sending them requires separate consent, that consent will be obtained independently of acceptance of these Terms.

20. Governing law and dispute resolution

1. The agreement is governed by Polish law, provided that the choice of Polish law does not deprive a consumer of the protection afforded by mandatory provisions of the law of the country whose law would apply in the absence of that choice.
2. The parties may seek an amicable resolution of a dispute before bringing the matter to court.
3. Jurisdiction is determined by applicable laws. These Terms do not require a consumer to use the court with jurisdiction over PPBT's place of business where such a provision would restrict the consumer's statutory rights.
4. Information about out-of-court procedures available to consumers for resolving disputes and pursuing claims is made available in accordance with applicable laws.

21. Final provisions

1. These Terms, together with the information to which they expressly refer, set out the rules for using SIVULUQ within Public Beta.
2. The invalidity or ineffectiveness of an individual provision of the Terms does not affect the validity of the remaining provisions to the extent permitted by law.
3. The current version of the Terms is made available to the User in a form that allows it to be retained and reproduced later.
4. PPBT retains information allowing it to establish which version of the Terms the User accepted and when acceptance occurred, in accordance with the rules described in the Privacy Policy.
5. The Terms take effect on 5.10.2026.
6. Document version: SIVULUQ Public Beta Terms 1.0.