

SIVULUQ Privacy Policy

Version 1.0

Effective date: 5.10.2026

1. About this Policy

1. This Privacy Policy describes how personal data is processed in connection with the use of SIVULUQ, in particular:

- a) the sivuluq.com website;
- b) the user account and participation in the Public Beta programme;
- c) downloading, activation and licensing of the SIVULUQ application;
- d) Demo mode;
- e) network services related to the application;
- f) diagnostics and error reporting;
- g) Community, Forum and Help-related features;
- h) communication with PPBT.

2. SIVULUQ is primarily a desktop application. Projects and texts created in SIVULUQ are generally stored locally on the user's device or in a location of their choice. Merely using the editor does not mean that projects are automatically sent to PPBT.

3. Some features, however, require communication with SIVULUQ services or external services. The scope of data transmitted then depends on the feature used.

4. This Policy provides information about personal data processing. Presenting it to the user or acknowledging that they have read it does not mean that consent is the basis for all data processing.

5. Where particular processing requires the user's consent, consent is obtained separately and may be withdrawn in accordance with applicable laws.

2. Data controller and contact

1. The controller of personal data processed by PPBT in connection with SIVULUQ is:

PPBT Maciej Polański

NIP (Polish tax identification number): 9541620316

2. For matters concerning privacy, personal data and the exercise of data-related rights, please contact:

admin@sivuluq.com

3. For matters concerning the agreement, complaints or other issues related to the use of SIVULUQ, the contact details specified in the Terms of Use of SIVULUQ may also be used.

3. What data may be processed

Depending on how SIVULUQ is used, PPBT may process the following categories of data:

1. Account and contact data, in particular:

- a) e-mail address;
- b) data needed to create and operate the account;
- c) display name;
- d) information about account status and access to the Beta programme.

2. Data related to an application to Public Beta, in particular:

- a) information provided in the application form;
- b) application and access status;
- c) information related to processing the application and communicating with the user.

3. Data related to entering into the agreement and legal documents, in particular:

- a) the identifier or version of the accepted Terms;
- b) the date and time of acceptance;
- c) information allowing acceptance to be associated with the correct user or entitlement;
- d) the version of the Privacy Policy presented to the user and, where the mechanism provides for it, the date it was presented or the user acknowledged that they had read it;
- e) the channel in which the action was taken, such as the website or the desktop application.

4. Licensing and activation data, in particular:

- a) information about the type and status of the licence or entitlement;
- b) data related to Demo;
- c) the installation or device identifier used by the activation system;
- d) the device name, where transmitted to the activation system;
- e) platform and application version;
- f) dates and technical information concerning activation, deactivation and periodic confirmation of the entitlement's validity.

5. Technical data that may arise when using the website or SIVULUQ services, such as information needed for security, proper network communication, protection against abuse and diagnostics.

6. Community and profile data, in particular:

- a) display name;
- b) information voluntarily entered in "About me" and "I write / work on";
- c) topics, replies and other content published in Community;
- d) questions and other content submitted through Help features;
- e) the history of activity related to these features.

7. Private messages in Community, including message content and technical information necessary to conduct, display and manage a conversation.

8. Data contained in communications with PPBT, including problem reports, complaints, support messages and voluntarily provided feedback.

9. Diagnostic data, where the relevant diagnostic feature is used or enabled. Its scope is described in more detail later in this Policy.

PPBT does not need the content of the user's private projects for ordinary account operation, licensing or activation of SIVULUQ.

4. Purposes and legal bases of processing

PPBT processes data only where there is a specific purpose and an appropriate legal basis.

4.1. Account, Public Beta, Demo and use of SIVULUQ

Data may be processed for the purposes of:

- * creating and maintaining an account;
- * processing an application to Public Beta;
- * granting and verifying access;
- * enabling the download of the appropriate application version;
- * creating or operating Demo;
- * activating SIVULUQ;
- * checking the validity of the entitlement;
- * performing the agreement entered into under the Terms of Use of SIVULUQ.

To the extent applicable, the legal basis for processing is Article 6(1)(b) of the GDPR — processing necessary to enter into or perform an agreement.

4.2. Acceptance of the Terms and evidence of entering into the agreement

Information about the version of the Terms and the time and manner of their acceptance may be retained for the purposes of:

- * demonstrating which version of the Terms binds a particular user;
- * handling changes to the Terms and renewed acceptance;
- * establishing, exercising or defending legal claims;
- * ensuring that the access and activation system operates correctly.

The legal basis for processing is performance of the agreement and, to the appropriate extent, PPBT's legitimate interest in being able to demonstrate the content and fact of entering into the agreement and in protecting the rights of PPBT and the user, in accordance with Article 6(1)(f) of the GDPR.

4.3. Security and prevention of abuse

Technical data, activation data and information related to use of services may be processed for the purposes of:

- * protecting accounts and services;
- * preventing circumvention of the licensing system;
- * detecting abuse;
- * ensuring the integrity and security of services;
- * diagnosing technical infrastructure problems.

To the appropriate extent, the legal basis is performance of the agreement and PPBT's legitimate interest in protecting the product, infrastructure and users.

4.4. Community, Forum and Help

Community data is processed to provide users with community features related to Public Beta, enable information exchange, provide help and manage and moderate the community of testers.

Topics, replies, Help questions and other content intended for publication are made available to others according to the feature used by the user.

The legal basis for processing is performance of the service made available to the user and, in relation to moderation, security, prevention of spam and protection of the community, also PPBT's legitimate interest.

4.5. Handling messages, reports and complaints

Data may be processed to respond to a message, resolve a reported problem, handle a complaint and conduct the related communication.

The legal basis may be performance of the agreement, PPBT's legal obligation or a legitimate interest in conducting communication and assisting users, depending on the nature of the matter.

4.6. Legal obligations and claims

Data may be processed where necessary to comply with a legal obligation to which PPBT is subject, in accordance with Article 6(1)(c) of the GDPR.

PPBT may also retain information necessary to establish, exercise or defend legal claims for the period during which such claims may be pursued, on the basis of PPBT's legitimate interest.

5. The user's projects and texts

1. SIVULUQ is designed as an application in which the primary storage location for projects is the user's device or a location specified by the user.
2. PPBT does not automatically receive a copy of a project merely because it has been created, opened, edited or saved in SIVULUQ.
3. Some features, however, may require particular content to be transmitted outside the application's local environment. This applies, in particular, to features that use external AI Providers and situations where the user submits material as part of a report, feedback or another network feature.
4. The user should make informed choices about content submitted in reports, Community and other communication channels. In particular, they should not send API keys, passwords or third parties' data unless this is necessary and lawful.

6. External AI Providers

1. SIVULUQ may allow the user to configure and use external AI Providers.
2. If the user invokes a feature that requires an external AI model, the content needed to perform the requested operation may be sent to the selected Provider. This may include a text fragment, an instruction or other data needed to fulfil the particular request.
3. Where the user uses their own account or API key with a Provider, they also use that Provider's service on the terms set by that Provider. The Provider may be a separate data controller to the extent arising from the nature of its service.
4. Rules concerning data retention, use of content, infrastructure location and possible use of data to improve models may differ between Providers. The user should read the selected Provider's current rules before sending it content that requires particular protection.
5. PPBT does not treat the user's mere choice of an external Provider as consent to unrestricted processing of data by PPBT. The scope of operations follows from the feature deliberately invoked by the user and the configuration of the Provider they have selected.
6. If PPBT makes available an AI feature in the future in which PPBT selects the supplier itself or acts as the party providing the AI service to the user, relevant information about that processing will be made available before use of the feature begins.

7. Diagnostics and error reports

1. SIVULUQ includes diagnostic mechanisms for detecting, analysing and resolving application errors and crashes.
2. Depending on the type of report and application configuration, diagnostic data may include, in particular:

- a) the SIVULUQ version;
- b) the operating system, its version and architecture;
- c) basic information about the hardware and software environment;
- d) technical information concerning application operation and the occurrence of an error;
- e) a report or diagnostic session identifier;
- f) information about a process crash or a crash dump, where the mechanism creates one;
- g) an additional description of the problem voluntarily entered by the user.

3. SIVULUQ's diagnostic mechanisms are designed so that technical reports do not contain the content of the user's documents, AI prompts and responses, API keys, passwords or licence keys, except for content that the user deliberately enters in the field intended for describing the problem.

4. Sending a report may require technical confirmation that the application has a valid entitlement to use SIVULUQ. Data used for such authentication should not be treated as part of the diagnostic report's content.

5. Optional automatic diagnostic reporting is controlled by the user to the extent provided by the application. The user may also deliberately create or send a report when reporting a problem.

6. Diagnostic data is processed to detect errors, improve SIVULUQ's stability and security and handle user reports. Depending on the situation, the legal basis for processing is performance of the agreement or PPBT's legitimate interest in ensuring the product's security, stability and development.

7. Diagnostic data is retained for the period needed to analyse the problem and ensure the product's security and development, and is then deleted or anonymised, unless longer retention is necessary because of a particular incident, a legal obligation or the establishment, exercise or defence of legal claims.

8. Where a technically determined retention period applies to particular types of reports, information about it may be provided in the application or SIVULUQ documentation.

8. Community, Forum and Help

1. Community uses the account associated with access to SIVULUQ Public Beta.

2. Information intended for the public profile within Community, such as a display name and the voluntarily completed "About me" and "I write / work on" fields, may be visible to other people with access to Community.

3. E-mail addresses, technical account permissions and information about access to the Beta programme are not intended to be displayed to other users in the profile.

4. Topics, replies and questions submitted under Help articles are visible according to the scope of access to Community or Help. They may also be available to administrators and moderators.

5. Content may be moderated, closed, marked as spam or deleted to operate Community, ensure security, enforce rules and prevent abuse.

6. Forum posts and Help questions are not currently deleted automatically after a predetermined period. They may be retained for as long as needed to operate Community and preserve the continuity of discussions and Help, unless there are grounds for earlier deletion.

7. The user should not publish API keys, passwords, licence keys, other people's personal data or text fragments they do not wish to share with other testers in Community.

8. The Forum mechanism is configured so that, for new posts, the Forum adapter does not store the author's IP address as part of the post. This does not mean that the IP address cannot appear in technical server logs, infrastructure security measures or other systems necessary for the proper and secure operation of the website.

9. Private messages in Community

1. Community may allow users to have private conversations with one another.

2. Conversation content is intended for its participants and is not made available to other ordinary users through a profile, search engine, feed or public API.
3. Private messages are stored on the server as Community application data. They are not end-to-end encrypted.
4. The website administrator and people with the necessary technical access to the infrastructure or database may be able to access messages where necessary for system administration, security, resolving a technical problem, handling abuse or complying with a legal obligation.
5. The user should not send passwords, API keys or other particularly sensitive information in private messages.
6. When one user deletes a conversation from their inbox, this does not necessarily result in immediate deletion of its copy held by the other participant or in existing backups.
7. Private messages are not currently deleted automatically after a predetermined period.
8. For matters concerning data in private messages or the need to delete it, the user may contact PPBT at admin@sivuluq.com.

10. Data recipients and service providers

1. Data may be processed using technical service providers necessary for SIVULUQ to operate, in particular hosting, server infrastructure, e-mail, website maintenance and other services supporting product operation.
2. Providers acting on PPBT's behalf receive data only to the extent needed to perform the tasks entrusted to them and, where required by law, under appropriate data processing agreements.
3. Data may be disclosed to public authorities or other entities where required by law.
4. External AI Providers configured or selected by the user are not automatically providers acting on PPBT's behalf. Their role depends on how the particular service is used and the user's relationship with the relevant Provider.
5. PPBT does not sell users' personal data.

11. Transfers of data outside the European Economic Area

1. Some external services used by the user or by SIVULUQ's infrastructure may result in data being processed outside the European Economic Area.
2. Where PPBT itself uses a provider that causes such a transfer, it ensures the transfer has the basis required by the GDPR, as appropriate to the particular case, such as a European Commission adequacy decision or appropriate safeguards provided for in the GDPR.
3. For an external AI Provider selected and configured by the user, the processing location and transfer rules also depend on that Provider. The user should check this information in the documentation and privacy policy of the selected service.

12. How long we retain data

1. Data is not retained for a single uniform period. The period depends on the purpose and type of data.
2. Account data is retained while the account is maintained and SIVULUQ services are used, and, after that relationship ends, for the period needed to close the account properly and comply with legal obligations or protect against claims.
3. Information concerning acceptance of the Terms and other actions relevant to entering into or performing the agreement may be retained during the agreement and thereafter for the period during which it may be needed to demonstrate the agreement's content or establish, exercise or defend legal claims.

4. Licensing and activation data is retained for the period needed to manage the relevant entitlement and thereafter to the extent required to account for its history, protect the licensing system, comply with legal obligations or protect against claims.
5. Community, Forum, Help and private message data is retained according to the rules described in this Policy and the function of the particular content. The absence of an automatic deletion period does not exclude the user's right to request deletion of data in cases provided for by law.
6. Data related to reports and correspondence is retained for the period needed to handle the matter and thereafter to the extent justified by documenting its course, legal obligations or protection against claims.
7. Data in backups may remain there until the backups are rotated or overwritten where earlier selective deletion is technically impossible or would require compromising backup integrity. Such data should not be reused for other purposes.

13. Technical logs and website security

1. Use of the website and network services may produce standard technical logs containing information such as an IP address, request time, the resource requested, server response information and data needed to detect errors and abuse.
2. Logs are used to maintain infrastructure security and stability, diagnose problems and protect against abuse.
3. The legal basis for processing is PPBT's legitimate interest in ensuring the infrastructure's security and proper operation.
4. Logs are retained for the period determined by security needs and the configuration of the relevant infrastructure, and longer only where needed to analyse a particular incident, comply with a legal obligation or protect against claims.

14. Cookies and similar technologies

1. The sivuluq.com website may use cookies and similar mechanisms necessary for website operation, login, maintaining sessions, security and remembering user settings.
2. Technologies that are not necessary for website operation and require the user's consent under applicable laws are enabled only after appropriate consent has been obtained.
3. The user may manage consent for such technologies through the mechanism made available on the website.
4. Detailed information about the categories of cookies and technologies currently used may be presented in the website's privacy settings.

15. User rights

1. In cases provided for by the GDPR, the user has the right to:
 - a) access their data and obtain a copy;
 - b) request rectification of data;
 - c) request erasure of data;
 - d) request restriction of processing;
 - e) receive data in a structured format and transfer it to another controller where the conditions for the right to data portability are met;
 - f) object to processing based on a legitimate interest;
 - g) withdraw consent at any time where particular processing is based on consent.
2. Withdrawal of consent does not affect the lawfulness of processing carried out before withdrawal.

3. Not every right applies to every type of data and every legal basis for processing. For example, a request for erasure may not cover information that PPBT is obliged to retain or whose continued retention is necessary to establish, exercise or defend legal claims.
4. To exercise these rights, the user may contact PPBT at admin@sivuluq.com.
5. Where necessary to protect the user's data, PPBT may request information allowing the identity of the person making the request to be confirmed.

16. Complaint to a supervisory authority

1. If the user believes that their data is being processed in breach of the law, they have the right to lodge a complaint with the competent supervisory authority.
2. In Poland, the supervisory authority is the President of the Personal Data Protection Office (Prezes Urzędu Ochrony Danych Osobowych).
3. Exercising the right to lodge a complaint does not require prior contact with PPBT, although the user may first contact PPBT at admin@sivuluq.com to allow the matter to be clarified.

17. Account deletion and ending participation in Public Beta

1. Ending participation in Public Beta or discontinuing use of SIVULUQ does not always mean that all data is deleted immediately.
2. Some data may still be needed to:
 - a) fulfil the user's request and close the account;
 - b) retain information about the agreement entered into and its performance;
 - c) comply with legal obligations;
 - d) protect against claims;
 - e) ensure system security.
3. Content published in Community may require a separate assessment because deleting it may affect the continuity of discussions and other users' content. Where possible and appropriate, anonymising the content or its author may be an alternative to deletion.
4. The user may request deletion of data or their account at admin@sivuluq.com.

18. Data security

1. PPBT applies technical and organisational measures appropriate to the nature of the data processed and the associated risk.
2. Access to administrative systems and data is restricted to people and services that need it to perform specific tasks.
3. No IT system completely eliminates risk. Where a personal data breach is identified, PPBT acts in accordance with its obligations under the GDPR.
4. The user should also protect their account, device, passwords and API keys and should not share them with unauthorised persons.

19. Children's data

1. SIVULUQ is not a service designed specifically for children.
2. Where processing a child's data for a particular feature requires the consent of a legal representative or compliance with other special conditions under the law, PPBT may restrict access to that feature until those conditions are met.

3. If PPBT learns that a child's data is being processed without the required legal basis, it will take appropriate action in accordance with applicable laws.

20. Changes to the Privacy Policy

1. The Policy may be updated, in particular, in connection with changes to SIVULUQ features, infrastructure, data processing practices or applicable laws.
2. The current version of the Policy is made available on sivuluq.com in a way that allows its content to be read.
3. Where a change to the Policy materially affects how the user's data is processed, PPBT may also inform the user through their account, the SIVULUQ application or e-mail.
4. A change to the Privacy Policy does not, in itself, change the legal basis for data processing or constitute new consent from the user.
5. Where changes to data processing practices require the user's consent or another action under the law, PPBT will obtain that consent or enable the required action separately.
6. PPBT may retain information about the version of the Privacy Policy presented to the user and the date it was presented or the user acknowledged that they had read it, where needed to demonstrate compliance with the duty to provide information.

21. Final provisions

1. This Policy describes PPBT's data processing rules in connection with SIVULUQ and related services. External websites and services, in particular AI Providers selected by the user, may apply their own privacy rules.
2. Contextual information presented in particular parts of SIVULUQ or sivuluq.com, such as Community, diagnostics or a particular feature, may supplement this Policy with details about a particular operation.
3. Where brief contextual information and this Policy differ, the purpose of both sets of information and the feature's current operation should be taken into account. PPBT updates contextual information where data processing practices change materially.
4. Privacy questions and personal data requests may be sent to:
admin@sivuluq.com
5. The Policy takes effect on 5.10.2026.
6. Document version: SIVULUQ Privacy Policy 1.0.