

• LEGAL

Refund Policy

The short version: the free trial takes no card, so during it there is nothing to refund. If you ever do pay us, you keep the statutory 14 days to withdraw, and on top of that we send back a first payment on request. One address handles all of it: contact@sumizai.com.

Last updated: 2026-08-14 Version: 1.0 Operator: 10UP Jan Śliwa, Kminkowa 26, 72-003 Bezrzecze, Poland

01 What this covers

This page describes money paid to **10UP Jan Śliwa**, the operator of SumizAI, and when that money goes back. It is a policy, not legal advice.

The name SumizAI covers three separate things, and they charge you differently — or, today, not at all:

WHAT IT IS	WHAT IT COSTS YOU TODAY	ANYTHING TO REFUND?
The website sumizai.com	Nothing. It is a set of pages.	No.
The desktop application (macOS)	No account, no login, no card at install. It runs on your own AI key and keeps your notes on your own disk.	Nothing is charged by us, so nothing is charged back.
The web application at app.sumizai.com	It has accounts and server-side storage. It has no payment integration in it.	Only if you were actually charged — see below.
Your AI provider (Anthropic, OpenAI, Google, Groq, OpenRouter, a local Ollama, or your own endpoint)	Whatever your own account with them costs. A local Ollama costs nothing.	Not by us. That money never reaches us.

You bring your own AI key. The contract for model usage is between you and the provider whose key you pasted. We are not a party to it, we never receive that payment, and we cannot refund it. If a provider bill surprised you, that is a conversation with the provider.

Nothing on this page reduces the rights that Polish and EU law give consumers, or sole traders buying something outside their professional specialisation — in Polish law, *przedsiębiorca na prawach konsumenta*. Where this document is less generous than the law, the law wins and we apply the law. The contract itself — what you get and on what terms — is in the [Terms of Service](#).

02 The offer, and why the trial has nothing to refund

The published offer is one plan: **7 days free without a card, then 1 USD per month**. An unpaid account still opens your notes and exports them; the only thing it stops is starting new conversations.

That offer is published on the website, and it is worth being exact about which SumizAI it would apply to. **The desktop application has no accounts at all** — no login, no server — so nothing in it is unlocked or locked by a payment, and the word "account" on this page never means the desktop app. The web application at app.sumizai.com does have accounts, and no payment integration in it either.

The trial asks for no card details. Nothing is authorised, nothing is held, nothing is charged, and nothing rolls over into a payment by itself. That is the point of doing it without a card: at the end of seven days you decide to pay or you do not, and if you do not, no money has moved and there is nothing to refund. If anyone asks you for card details "to activate the trial", it is not us.

Be aware of where the product actually stands today. **There is no payment integration in SumizAI at this time** — no checkout, no stored card, no subscription record in the software. Until a checkout page exists, no one can be charged, and no refund can be due. When a checkout does exist, it will state, on the screen where you confirm and before you confirm: the amount, the currency, the billing cycle, who takes the payment, and what happens when the period ends.

We do not sell SumizAI through the Apple App Store or Google Play. No store refund process applies to us, and no store will refund on our behalf. A refund is always something you ask us for directly.

03 Who processes your payment

We do not run a card terminal. If and when SumizAI takes payments, they are handled by a payment provider — **the one named on the checkout page and on your invoice**. We deliberately do not name a company here: the choice is not final, and a legal document that names the wrong processor is worse than one that describes the mechanism.

What that means in practice:

- The provider's name is visible to you *before* you confirm a payment, on the same screen.
- The same name, or the provider's descriptor, is what usually appears on your card or bank statement. If a line on your statement is unfamiliar, send it to us and we will either match it to a payment or tell you plainly that it is not ours.
- Your invoice identifies the seller and the provider that collected the money. Where we are the seller, that is 10UP Jan Śliwa, NIP 8521091009; where the payment provider sells to you as merchant of record, its own details stand there as the seller instead.
- Card numbers are entered with the provider, not with us. We hold no card data.
- A refund is initiated by us and executed by the provider, normally back to the same card or account that paid. We do not need, and will never ask for, your full card number to send money back.

Whether the provider acts as the merchant of record — that is, whether it or we appear as the seller on the receipt — will be stated on the checkout page. Either way, you can bring a refund request to us and we will handle it.

04 Your 14-day right to withdraw

If you are a consumer in the EU, or a sole trader buying outside your professional specialisation, you may withdraw from a distance contract within **14 days**, without giving a reason and without penalty. In Poland this comes from the Act of 30 May 2014 on consumer rights, which implements Directive 2011/83/EU. This right exists whether or not we write it down.

The 14 days run from the day the contract is concluded — for a subscription, the day you confirm the paid plan. Sending the statement inside the 14 days is enough; it does not have to reach us inside them.

What happens if the service starts during those 14 days

Digital services normally start immediately, and the law deals with that in a specific way. The right to withdraw ends early *only* if all of this happened: you expressly asked for performance to begin before the 14 days were over, you were told that starting means losing the right once the service is fully performed, you acknowledged that, and we confirmed it to you on a durable medium. If a checkout ever asks for that, it will say so in plain words on the screen where you pay, in a box you tick yourself — never pre-ticked, never buried. **If you were not asked in that way, you keep the full 14 days.**

If you asked for the service to start and then withdraw part-way through, you pay only for the part actually provided, in proportion to the period covered. On a one-dollar month that is cents; in practice we do not chase it.

The statement, in plain words

There is no form to fill in and no template you are obliged to use. Any clear statement works. This is enough:

I withdraw from my contract for SumizAI, concluded on [date]. The e-mail address on the account is [address]. The payment was [amount] on [date]. Please refund it. [Your name, and your postal address if you want a written confirmation there.]

Send it to contact@sumizai.com, or by post to the address in the last section. We confirm receipt in writing.

Polish law also provides a model withdrawal form, as an annex to the Act on consumer rights. You may use that form, and we will accept it — but you are not obliged to, and the plain statement above is just as effective.

We refund everything you paid within **14 days** of receiving your statement, using the same means of payment you used, unless you ask for a different one and it costs you nothing.

05 Our voluntary refund of a first payment

On top of the statutory right, and independent of it, we do this: **the first payment on an account is refunded in full, on request, if you write to us within 30 days of the charge.** You do not have to give a reason, you do not have to be inside the 14-day window, and you do not have to be a consumer — a company can ask too.

This is voluntary. It is one refund per customer, on the first payment, and it does not create a standing right to reverse later months. It exists because arguing about a dollar wastes your time and ours.

Your notes are not held hostage by any of this. They are plain `.md` files — on your own disk in the desktop application, and exportable from the web application. Take the refund and keep the notes.

To use it, write one line to contact@sumizai.com: the e-mail address on the account, and the date of the charge.

06 Renewals

A subscription continues for further periods until it is cancelled, at the price and on the billing cycle shown on the checkout page and repeated on each invoice. Cancelling stops the *next* charge; it does not shorten the period you have already paid for.

If a renewal charge caught you out:

- Write within **14 days of the charge**. If you have not used the paid feature in that new period — that is, you have started no new conversations — we refund the renewal in full and cancel the subscription so it does not happen again.
- If the new period has been used, we cancel it so nothing renews again, and we look at anything unusual case by case rather than hiding behind a rule.

Price changes never apply to a period you have already paid for. If a price changes, we tell you before the renewal it would apply to, and you can cancel before it takes effect. Silence is not consent to a higher price: a renewal at a new price only happens after you have been told about it with time to stop it.

07 When we do not refund

- **The free trial.** No card, no charge, nothing to send back.
- **Money paid to your AI provider.** It never passes through us. Ask the provider whose key you used.
- **A second or later voluntary refund on the same account.** The voluntary refund covers a first payment once.
- **A period that has been used**, once both the 14-day statutory window and the 30-day voluntary window have passed. Cancelling is still available at any time.
- **A charge you have already reversed with your bank.** If you start a chargeback, we cannot also refund the same money without paying twice. Write to us first — it is faster than a card dispute, and we do not fight over a dollar.
- **Data you lost on your own machine.** The desktop application keeps everything locally and sends nothing to us; we hold no copy and cannot restore anything, and a lost local file is not by itself a ground for a refund.

One thing this list never covers: a paid service that is not what it was supposed to be. If a digital service you paid for is not in conformity with the contract, the consumer remedies in Chapter 5b of the Act of 30 May 2014 on consumer rights — which implements Directive (EU) 2019/770 — apply on top of everything above: we have to bring the service into conformity, and if we do not, or cannot, you may demand a reduction of the price or withdraw from the contract and get your money back. Those remedies are not cut off by any window on this page.

If we decline a request, we say so in writing and say why. That is not the end of the road: the complaint and dispute routes described below stay open, and a decision by us never removes a right the law gives you.

08 Billing errors

An error is not a refund request and is not subject to any window above. If the amount taken was wrong, we return the difference in full, whenever you notice it.

- **Charged twice** for the same period — we return the duplicate.
- **Charged after cancelling** — we return it and confirm the cancellation.
- **Charged an amount other than the one shown at checkout** — we return the difference, or the whole charge if you would not have bought at that price.
- **Charged for an account that is not yours** — tell us, and change the card with your bank as well.

Send the date, the amount, and the descriptor exactly as it appears on your statement. If a charge you do not recognise turns out not to be ours, we will say so — that is worth knowing quickly, because there is no stored card anywhere in SumizAI today for anyone to misuse.

09 Cancelling

You can cancel at any time, with no fee, no notice period and no reason required. If the payment provider offers a self-service cancel link, it is named on the checkout page and on your invoice. Otherwise one e-mail to contact@sumizai.com is enough, and we confirm the cancellation in writing.

Access continues until the end of the period you have paid for. After that the account behaves as an unpaid account: it still opens your notes and still exports them, and it stops starting new conversations.

Two product-specific points, because they are genuinely different:

The desktop application

There is nothing to cancel. It has no accounts, no login and no server. Your database and your `.md` notes are files on your own disk; they stay there whatever happens to any subscription. Removing the application, its data folder and its keychain entry removes everything, because there is nothing of yours on our side to remove.

The web application at app.sumizai.com

Cancelling a payment is not the same as deleting an account. There is no self-service account-deletion button in it; deletion is done on request, by writing to contact@sumizai.com. If you want both, ask for both in the same message.

10 How to ask, and what we do with it

One address: contact@sumizai.com. A human reads it. There is no ticket form to defeat and no phone queue — we publish no support telephone number.

Put this in the message

The e-mail address used at checkout; the date and amount of the payment; the invoice or payment identifier if you have one; and which route you are using — withdrawal, the voluntary

refund, or a billing error. If you are unsure which, say what happened and we will pick the one that gives you the most.

Do not put this in the message

A full card number, a password, or an AI provider key. We never ask for any of them, and we do not need them to refund you.

What happens next

We reply within a few working days, and always in writing. For a withdrawal we refund within the statutory 14 days of receiving your statement. Voluntary and error refunds go out as soon as we have confirmed the payment. The money returns by the same route it came.

How long it takes to appear

Once the provider has sent the refund, the time it takes to show on your statement belongs to your bank or card issuer, not to us. If it has not appeared after a normal banking cycle, write again and we will send you the provider's confirmation.

What we do with what you send

We use it to find the payment and send the money back, and we keep the accounting record of a payment for as long as tax and accounting law requires. How that data is handled, and the rights you have over it — including a complaint to the President of the Personal Data Protection Office (Prezes UODO) — are set out in the [Privacy Policy](#).

11 Complaints and dispute resolution

If you think a decision of ours was wrong, complain to contact@sumizai.com. Say what happened and what you want. For a consumer complaint we answer within **14 days** of receiving it.

If we still disagree, a consumer keeps every statutory route, and none of them costs you the right to go to court instead:

- the district or municipal consumer ombudsman (*powiatowy lub miejski rzecznik konsumentów*), free of charge;
- mediation at the Provincial Inspectorate of Trade Inspection (*Wojewódzki Inspektorat Inspekcji Handlowej*), or the permanent consumer arbitration court attached to it;
- consumer organisations that provide free legal assistance;
- information and contact points published by the Polish competition and consumer protection authority at uokik.gov.pl (<https://uokik.gov.pl>).

We have not committed in advance to any particular out-of-court dispute body and we are not obliged to take part in such proceedings; if one contacts us about your case, we answer. A consumer resident in the EU can also bring a claim before the courts of their own country of residence, under the ordinary EU rules on jurisdiction.

For customers who are not consumers and not sole traders on consumer terms, Polish law applies and disputes go to the court with jurisdiction over the operator's registered address.

12 Changes to this policy

This document is versioned; the version and the date sit at the top of the page. A new version applies to purchases made after it is published, and to renewals only after we have told you about it with time to cancel.

A change here can never reduce a right the law gives you, and never withdraws a refund already promised for a payment already made. If the commercial terms themselves change — the price, the trial, the billing cycle, or the payment provider — that shows up on the checkout page before you pay, not only here.

13 Contact

Operator and seller

10UP Jan Śliwa — sole proprietorship registered in Poland (CEIDG)

Address

Kminkowa 26, 72-003 Bezrzecze, Poland

NIP

8521091009

E-mail

contact@sumizai.com

E-mail is the channel: we publish no support telephone number, and we do not state an EU VAT identification number here. The fastest possible refund request is one message containing the account e-mail address, the date of the charge and the amount.