

[• LEGAL](#)

Terms of Service

SumizAI turns a question and its answer into a note, and files that note for you. The desktop application does this on your own machine, with an AI provider key you supply yourself. These terms are the contract between you and **10UP Jan Śliwa**. They are written to be read: what the software does, what you pay, what you own, what we owe you, and what happens when something breaks.

Last updated: 2026-08-16 **Version:** 1.1 **Operator:** 10UP Jan Śliwa, Kminkowa 26, 72-003 Bezrzecze, Poland

01 Who we are

The service is operated by **10UP Jan Śliwa**, a sole proprietorship registered in Poland (CEIDG), with its address at Kminkowa 26, 72-003 Bezrzecze, Poland, tax identification number (NIP) **8521091009**.

Contact: contact@sumizai.com. E-mail is the contact channel for everything — questions, complaints, withdrawal, deletion requests. We do not publish a telephone number, so please do not rely on one; anything sent to the address above is written down and can be proved by both sides.

For personal data we are the controller where there is anything to control: the website (analytics, and only after you consent) and, where you use it, the legacy web application (your account and the notes stored there). For the desktop application we are **not** the controller of your notes, because they never reach us. What we do with personal data, the rights the GDPR gives you and your right to complain to the President of the Personal Data Protection Office (*Prezes UODO*) are set out in the [Privacy Policy](#).

In these terms *we* and *us* mean 10UP Jan Śliwa, and *you* means the person or organisation using SumizAI.

02 What these terms cover

The name SumizAI covers three different things with three different data models. Almost every question about your rights depends on which one you are using, so we separate them everywhere in this document.

WHAT	WHERE	WHO HOLDS YOUR DATA
The website	sumizai.com	Static pages. Analytics load only after you consent.
The desktop application	Your own computer (macOS)	You do. Notes and database stay on your disk; we receive nothing.
The legacy web application	app.sumizai.com	We do, on a server: your account and your notes.

These terms apply to all three. They form a contract between you and us the moment you install or use the desktop application, create an account in the web application, or buy a paid plan — whichever happens first. Using the website itself costs nothing and commits you to nothing beyond the rules in [Acceptable use](#).

Four other documents sit alongside this one and are part of the same agreement where they apply to you: the [Privacy Policy](#), the [Cookie policy](#), the [AI Act notice](#) and the [Refunds policy](#). The [DPA](#) applies only if you use the legacy web application for someone else's personal data. If a specific document contradicts this one on its own subject, that document wins.

03 What SumizAI is, and what it is not

SumizAI is a note-taking application. You ask a question, an AI model answers, and the application writes the exchange up as a note, gives it a title and a summary, and puts it in a place in your table of contents.

The desktop application — the current product

- It runs on your machine. There is **no account, no login and no SumizAI server** behind it.
- Your notes are ordinary `.md` files in a folder you choose. The index, the note bodies, the source question-and-answer text, your conversations and the usage counters live in a SQLite database at `~/Library/Application Support/app.sumizai.desktop/sumizai.db`.
- AI requests go **straight from your machine to the provider you chose**. They do not pass through us. We cannot see them, log them or keep them.
- There is no telemetry, no analytics, no crash reporting and no auto-updater in the desktop build.
- There is **no synchronisation between devices**. Two computers means two separate sets of notes.

- Your notes are already ordinary files, so moving them elsewhere is a copy rather than an export. The desktop build has **no PDF and no PowerPoint export**.

The consequence is worth stating plainly: for the desktop application we supply you with software, not with a hosted service. We cannot recover your notes, because we never have them.

What you need in order to run it

The desktop application needs a Mac able to run the `.dmg` build, room on your disk for the notes, and a key to an AI provider you have signed up with yourself. It needs a working internet connection to reach that provider — unless you point it at a local Ollama, in which case it needs no connection at all and nothing leaves your machine. The legacy web application needs a current browser with cookies and JavaScript enabled. We do not state a minimum operating-system version, because we have not measured one; if the build will not start on your machine, tell us.

What is actually built

Today the desktop application exists as a **macOS `.dmg` build**. It is not distributed through the App Store or Google Play, and there is no Windows, iOS or Android build. Where the website says otherwise, this document is the one that governs the contract.

The legacy web application

`app.sumizai.com` is an older, frozen version of the product: accounts, notes stored on a server, ZIP, PDF and PowerPoint export. It is no longer being developed, and we do not promise that it is running or that it will keep running. These terms apply to it if and while it is available to you. Everything in this document that mentions accounts, server storage or server-side AI calls refers to this product only.

04 Your licence to the software

For as long as your trial is running or your subscription is paid, we grant you a **non-exclusive, non-transferable, non-sublicensable and revocable licence** to install and use SumizAI for your own purposes, private or commercial, on the devices you use. What you buy is a licence to use the application, not the application itself: copyright in the software, its interface and its documentation stays with 10UP Jan Śliwa.

The licence is personal to the account holder. Do not share your credentials, resell access, or run one subscription as a service for other people. We do not cap the number of your own devices, and there is no sync between them — a phone and a laptop hold two separate sets of notes.

What you may not do with the application

- Copy or distribute it beyond your own use; rent, lease, lend or sublicense it.

- Remove, hide or alter any copyright, trademark or licence notice.
- Circumvent, disable or tamper with the licence check, or use a licence token you were not issued.
- Use the application, or information taken out of it, to build a competing product.

Reverse engineering, and the limits of that clause

You may not decompile, disassemble or otherwise attempt to derive the source code of the application — **except to the exact extent that mandatory law gives you that right and no contract may take it away**. In the European Union that includes decompilation for interoperability under Article 6 of Directive 2009/24/EC, and the observation, study and testing of the program's functioning under Article 5(3). We are not going to pretend those rights out of existence, because we could not. If what you need is interoperability information, write to contact@sumizai.com first — it is usually faster than decompiling.

What this licence is not about

This section governs the application. It does not touch anything you write with it: your questions, the answers, your notes and their titles are yours, and no licence to them is taken here or anywhere else — see [Your notes stay yours](#).

When it ends. If the subscription lapses, the licence to start new conversations ends with it. Opening, reading, searching and exporting the vaults you already have keeps working, because those are Markdown files in a folder you chose — see [Plan, trial and billing](#).

05 Your notes stay yours

Everything you write, ask, paste or import — your questions, the answers, the notes and their titles — is **yours**. We claim no ownership of it and we take no licence to it. **We** do not use your notes to train a model, to promote anything or to build anything else — and in the desktop application we could not, because we never receive them. What the AI provider whose key you pasted does with what you send it is a different question, answered by that provider's terms and not by ours; see [Your provider key](#).

In the desktop application this is a matter of physics rather than promise: your notes are `.md` files on your own disk, and no copy reaches us. You can read them, back them up, move them and open them in any other editor without us being involved.

In the legacy web application your notes are stored on a server we run, as `.md` files in object storage plus an index in the database. We store them so that the application can show them back to you, and for nothing else. We do not read them except when you specifically ask us to look at something, and even then only as far as needed to answer you.

You are responsible for what you put into SumizAI: that you may lawfully hold it, and that putting someone else's confidential or personal data into an AI provider's system is a decision you are allowed to make. See [Your provider key](#) for what actually leaves your machine.

06 Your provider key, your provider bill

SumizAI has **no AI access of its own**. It is a bring-your-own-key application: you open an account with an AI provider, you paste your key, and the application calls that provider on your behalf. If you paste no key, there is nothing to call.

Seven provider options are supported: Anthropic, OpenAI, Gemini, Groq, OpenRouter, Ollama and a custom OpenAI-compatible endpoint you supply yourself. The default addresses are

`api.anthropic.com`, `api.openai.com/v1`, `generativelanguage.googleapis.com/v1beta/openai`, `api.groq.com/openai/v1`, `openrouter.ai/api/v1` and `127.0.0.1:11434/v1` for a local Ollama. Ollama and a custom endpoint may need no key at all; a local Ollama means nothing leaves your machine.

Where the key is kept

In the desktop application the key is stored in your operating system's keychain, under the service name `app.sumizai.desktop`. It is never written into the database and never into your notes folder; the database keeps a masked form only, so the application can show you which key is configured. In the legacy web application the key is stored on the server encrypted (AES-256-GCM) and decrypted per request; it is never returned to your browser in full.

What is sent to the provider

More than the sentence you typed. To answer well, the application assembles a prompt from your vault: the table of contents plus the full text of **at most five of the most relevant notes**, inside a budget of about **24 000 characters**. The application shows you which notes it used. The full question-and-answer text is then sent again to draft the note, to decide where it belongs in the table of contents, and to judge whether it duplicates a note you already have.

The relationship with your provider is yours

- You pay your provider directly. **We never see, handle or mark up that cost.**
- Rate limits, quotas, model availability, price changes and outages at the provider are between you and the provider. We cannot lift a rate limit or refund a provider's charge.
- Whether the provider retains your content, or trains on it, is governed by the terms of the account whose key you pasted — not by ours. Read them before you paste a key you use for sensitive work.
- Keep your key secret. Anyone with access to your unlocked computer, or to your web-application account, can spend against it.

07 Accounts (legacy web application only)

The desktop application has no account. This section is about app.sumizai.com and nothing else.

You can register with an e-mail address and a password of at least eight characters (stored hashed with BCrypt), or sign in with Google or Apple. We store your identifier, your e-mail address, the password hash where you have one, timestamps, your interface language and, for social sign-in, the provider name and its subject identifier. There is no field for your name, your avatar or your telephone number, because the product never asked for them. After five failed sign-in attempts the account pauses for fifteen minutes.

Two limitations we are not going to hide

- **There is no e-mail verification.** Nothing checks that the address you typed is yours.
- **There is no password reset.** The product sends no e-mail of any kind, so a forgotten password cannot be recovered by self-service. If you lose it, write to contact@sumizai.com and we will do what can safely be done by hand — but because no address was ever verified, we may not be able to satisfy ourselves that the account is yours, and then the only honest thing we can do is delete it so that you can start again.

For the same reason there is **no self-service account deletion**. The deletion itself is a manual operation on our side: write to us from the address on the account, and we will delete the account and its notes. Before you ask us to, export what you want to keep.

You are responsible for keeping your credentials to yourself and for everything done through your account. Tell us at once if you think someone else has got in.

08 Plan, trial and billing

First, what a plan is even for. The published offer speaks of an **account**, and accounts exist only in the legacy web application. The desktop application has no account, no in-app purchase and no payment path of any kind: you install it, you paste your own provider key, and what the AI costs you pay to your provider. Nothing in this section makes the desktop application cost money.

The published offer is simple, and there is only one plan: **seven days free, no card required, then 1 USD per month**. An account that is not paid still opens and exports your notes; what it stops doing is starting new conversations. Nothing is deleted for non-payment.

Prices are the prices shown on the checkout page at the moment you confirm. Whether tax is added, and at what rate, depends on where you are and is shown before you confirm.

As at the date of this version, checkout is not yet in operation. We would rather say that than describe a payment flow you cannot use. When it starts, the checkout page and your invoice will name the payment provider that takes the payment, the exact price, the currency and the billing

cycle before you commit to anything — we deliberately do not name a payment provider here, because that choice is not final and we will not print a name we might have to change. The payment will be handled by that provider: a card number will not reach us, and we will not store one.

A subscription renews for a further period unless you cancel before the period ends; cancelling stops the next charge and leaves the current period running to its end. Refunds and the statutory right of withdrawal are set out in the [Refunds policy](#), which is part of this contract.

09 Acceptable use

You must be able to enter into a binding contract under the law that applies to you. If you are a minor, you need your legal guardian's consent.

Do not use SumizAI to:

- break the law, or produce material that is unlawful where you are;
- infringe someone else's copyright, trade secret or privacy;
- attack, overload, probe or reverse the security of the web application, or of anyone else's systems through it;
- use somebody else's provider key, or somebody else's account;
- resell access to the legacy web application, or share one account between people who are not the account holder;
- impersonate anyone, including us.

You must not supply unlawful content through the service. That is not only our rule: Polish law on the provision of services by electronic means requires it, and this document is the terms of service (*regulamin*) in the meaning of that act.

Automated access to the web application beyond ordinary use is not allowed without our agreement in writing. On the desktop application, which runs entirely on your machine, the practical limits are the ones set by your AI provider, not by us.

You keep responsibility for complying with the rules of your AI provider. A breach of those rules is a matter between you and them, but it may also be a breach of these terms if it makes our service unlawful to supply.

10 AI output must be checked

Everything the model writes is a probabilistic guess at a good answer. It is often right, it is sometimes confidently wrong, and it cannot be relied on as a source of truth. **Check anything that matters before you act on it.**

Be clear about how much of the product is automatic. The model, not a person, writes the note's **title**, its **summary**, its **body**, decides **where it goes** in your table of contents, and judges **whether it duplicates** a note you already have. There is no mandatory human review step in the product today, and no version pinning: the model is the one your chosen provider serves at that moment, and it may change without us knowing.

SumizAI is not professional advice. It is not a doctor, a lawyer, an accountant or a financial adviser, and nothing it produces should be used as one. Do not use it as the sole basis for a decision about health, money, safety, employment or legal rights.

We integrate third-party models; we do not build them. What the [AI Act notice](#) means in practice is that we owe you transparency about this, and you owe your own judgement about the result. Automatic filing is also fallible: a note may land in the wrong place, or be judged a duplicate when it is not. You can move it and undo the decision; the files are yours.

11 Availability, backups and support

There is no service-level agreement. We do not promise uptime figures, response times or a maintenance window, and we would rather not promise them than promise them badly.

The desktop application does not need us to be online. It runs against your provider; if the provider is down, the application cannot answer, and that outage is not ours to fix. There is no auto-updater — a new build is a new download.

Backups

We run no automated backups. It is worth repeating, because it changes what you should be doing:

- **Desktop:** your notes are files on your disk, and your own backup — Time Machine, a copy in cloud storage, a git repository, anything — is the backup. There is nothing on our side to restore from, because there is nothing on our side.
- **Legacy web application:** the note storage keeps object versions, which helps against an overwrite. That is not a backup, and it is not a promise of recovery. Export your vault regularly.

Support is by e-mail at contact@sumizai.com. We answer as a human, in Polish or English, as soon as we reasonably can.

12 Ending this, from either side

You can stop at any time. On the desktop, delete the application, the database file and the keychain entry; your notes folder stays where it is, because it is yours. In the web application, cancel your plan and ask us to delete the account. No notice period, no exit fee.

We may suspend or terminate access to the web application if you materially breach these terms — in particular [Acceptable use](#) — or if we are legally required to. Unless the law or the seriousness of the breach makes it impossible, we will warn you first, say what the problem is, and give you a reasonable chance to fix it. Where the breach is fixed, we lift the suspension.

Suspension is something that can only happen to a web-application account. We have no technical way to switch off, disable or reach into the desktop application on your machine: there is no account to disable, no licence check and no auto-updater.

We may also discontinue the legacy web application, or a part of the product, with reasonable notice — published on this page and, where we hold an address for you that works, sent to it by hand. The product itself sends no automated e-mail, so this page is the notice you can rely on. If we discontinue something and you have paid for a period you can no longer use, we refund that part.

Termination does not touch your notes on your own disk. It does not affect rights that have already accrued, and the sections on liability, governing law and complaints survive it.

13 Liability

We are liable for the damage we cause, on the ordinary rules of Polish law. What follows narrows that in ways the law allows, and nothing here narrows it in ways the law does not.

Nothing in these terms limits or excludes liability for:

- damage caused intentionally — such an exclusion would be void under Article 473 § 2 of the Polish Civil Code;
- harm to life or health;
- anything else that Polish or EU law says cannot be limited, including the statutory rights of consumers and of individual entrepreneurs treated as consumers.

Beyond that, and to the extent the law permits:

- We are not liable for what an AI model writes, for decisions you take on the strength of it, or for a provider's outage, price, rate limit or content policy.
- We are not liable for the loss of data we never held. For the desktop application that is all of it.
- Where you use SumizAI as a business rather than as a consumer, our total liability under this contract in any twelve-month period is limited to what you paid us in that period, and we are not liable for lost profit, lost business or indirect loss. Given the published price, this is a small number; we prefer to say so than to imply otherwise.

If you are a consumer, that business limitation does not apply to you, and your statutory rights are unaffected.

14 Consumers and entrepreneurs with consumer rights

If you are a consumer — a natural person entering into a contract that is not directly connected with your business or profession, in the meaning of Article 22(1) of the Polish Civil Code — you keep every right Polish and EU law gives you, and nothing in this document can take one away. Where a clause here is less favourable to you than the law, the law applies instead of the clause.

The same protection reaches further than the word *consumer* suggests. A sole trader who buys SumizAI under a contract that is not of a professional character for them — a *przedsiębiorca na prawach konsumenta* — is covered by the rules on unfair contract terms, on conformity of digital content and on withdrawal, under Article 7aa of the Polish Consumer Rights Act and Article 385(5) of the Civil Code.

In particular you have a right of withdrawal within fourteen days of concluding a distance contract, and a right to have digital content that is not in conformity with the contract brought into conformity, to a price reduction, or to withdraw from the contract — the rules in Chapter 5b of the Consumer Rights Act, which implement Directive (EU) 2019/770. There are statutory exceptions to withdrawal for digital content whose supply has begun with your express consent; how that works in practice, and how we handle refunds, is in the [Refunds policy](#).

This is a description of your rights, not legal advice, and it is not a substitute for reading the statutes or asking someone qualified.

15 Complaints and disputes

Write to contact@sumizai.com. Tell us what you bought or used, what went wrong, when, and what you would like us to do about it. A complaint costs nothing and needs no particular form.

We answer complaints **within 14 days** of receiving them, in the language you wrote in, at the same address you wrote from. If we need longer for something genuinely complicated, we will say so inside those 14 days and give you a date.

If we cannot agree

A consumer is not limited to us. In Poland you can turn to:

- the **municipal or district consumer ombudsman** (*rzecznik konsumentów*) where you live — free advice and, often, a letter that gets answered;
- a **permanent consumer arbitration court** or the mediation service at the regional **Trade Inspection Authority** (*Wojewódzki Inspektorat Inspekcji Handlowej*);
- the **Office of Competition and Consumer Protection (UOKiK)**, which publishes the register of entities authorised to run out-of-court dispute resolution and runs a consumer helpline.

The European Commission's online dispute resolution (ODR) platform **ceased operating in July 2025**, so we do not send you to it. For a cross-border dispute inside the EU, the European Consumer Centre in your country is the equivalent route.

Out-of-court routes are voluntary for both sides. Using one does not stop you going to court.

16 Governing law and jurisdiction

This contract is governed by **Polish law**, together with the directly applicable law of the European Union.

If you are a consumer resident in another EU or EEA country, that choice of law **cannot deprive you** of the protection of the mandatory rules of your own country of habitual residence. Those rules apply to you whatever this section says.

If you are a consumer, you may bring a claim against us either before the Polish courts or before the courts of the country where you live, and **we may bring a claim against you only before the courts of the country where you live**. Nothing here asks you to agree in advance to any other court. For a dispute with a business customer, the competent court is the Polish court having jurisdiction over the operator's address.

17 Changes to these terms

We change this document when the product changes, when the law changes, or when a sentence turns out to be unclear. Every version carries a version number and a date at the top of the page, so you can see what you agreed to.

For a paid subscription we will announce a material change **at least 14 days before it takes effect**: by publishing the new version here, under a new version number and date, and — where we hold an address for you that works — by writing to it by hand. The product sends no automated e-mail of any kind, so the published page is the notice that counts, and it is worth looking at before a renewal. If you do not accept the change, you may cancel before it takes effect; we refund the unused part of a period you have already paid for.

Changes never apply backwards to something that has already happened. For the free use of the website and of the desktop application, the current version published here is the one that applies. Corrections of typing errors and clarifications that do not change anyone's rights take effect when published.

18 Force majeure

Neither side is liable for failing to perform because of something outside its reasonable control: a natural disaster, a war, a general strike, a state act, a failure of the public internet, a power cut, or a prolonged outage at a supplier neither side can substitute.

The obligation is suspended, not cancelled, for as long as the event lasts, and the side affected tells the other as soon as it reasonably can. If the event lasts longer than 30 days, either side may terminate; anything you have paid for and not received is refunded.

This clause does not excuse a failure to pay money that is already due, and it does not limit a consumer's statutory rights.

19 The rest

Severability. If a court finds one provision unenforceable, the rest stays in force, and the unenforceable provision is read down to the closest lawful meaning.

No waiver. If we do not enforce something immediately, we have not given it up.

Whole agreement. These terms, plus the documents listed in [What these terms cover](#), are the whole of what we have agreed about SumizAI. They do not exclude any liability for a statement we made fraudulently.

Assignment. You may not transfer this contract without our agreement. We may transfer it if the business is sold or reorganised, on condition that it does not reduce your rights; if you are a consumer and the transfer disadvantages you, you may terminate.

Third-party software. The application uses open-source components under their own licences; those licences govern those components, not this contract.

Languages. This document exists in English and in Polish, and both are written to say the same thing. If they differ, the Polish version prevails for a consumer resident in Poland; elsewhere, read the version in the language you contracted in.

Questions. contact@sumizai.com. A human answers.