Terms of Service

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This is an English translation of the Polish Regulamin at dearkarl.com/regulamin. In the event of any discrepancy, the Polish version prevails (§18(5)). Download PDF.

§1. General provisions

1. These terms of service (the "Terms") set out the rules for providing electronically supplied services under the name dearkarl, including the types and scope of services, the conditions for concluding and terminating contracts, and the complaints procedure. These Terms are the terms of service referred to in Article 8 of the Polish Act of 18 July 2002 on Providing Services by Electronic Means.
2. The service provider is Aleksander Jaworski, conducting business under the name Technologie 21 Aleksander Jaworski, ul. Pionerska 7/2, 53-213 Wrocław, Poland, NIP (tax ID): 6912215667, REGON: 021502538 (the "Provider").
3. Contact with the Provider: e-mail hi@dearkarl.com. This address is also the single point of contact for users and for authorities of the Member States within the meaning of Articles 11 and 12 of Regulation (EU) 2022/2065 (the Digital Services Act). Contact is possible in Polish and English.
4. The Terms are made available free of charge at dearkarl.com/regulamin (Polish, binding) and dearkarl.com/terms (this English translation) in a form that allows them to be obtained, reproduced and stored, including as a PDF download. Each version of the Terms is marked with the date on which it takes effect.
5. Using the Services constitutes acceptance of the Terms. Creating an Account requires reading and accepting the Terms beforehand by ticking a box in the registration form,

which is not ticked by default.

§2. Definitions

In these Terms:

1. **Services** means the services described in §3.
2. **User** means a natural person, legal person or organisational unit without legal personality that uses the Services.
3. **Consumer** means a User who is a consumer within the meaning of Article 22^1 of the Polish Civil Code. The provisions concerning Consumers also apply to natural persons concluding a contract directly related to their business activity, where the contract is not of a professional nature for them (Article 385^5 of the Polish Civil Code).
4. **Account** means the User's account in the Hosted Service.
5. **dearkarl Address** means the individual e-mail address in the in.dearkarl.com domain assigned to the Account.
6. **Destination** means the folder in external data storage (e.g. Google Drive) indicated by the User, to which forwarded messages are delivered.
7. **Sender Allowlist** means the list of addresses from which messages are accepted at the dearkarl Address.
8. **Template** means the open-source dearkarl software published at github.com/jaal/dearkarl, intended for self-installation.
9. **Agreement** means the agreement for the provision of the Services concluded between the User and the Provider on the terms of these Terms.
10. **Privacy Policy** means the document available at dearkarl.com/privacy.

§3. Types and scope of the Services

1. The Provider provides the following Services:
    1. **making available** the dearkarl.com website;
    2. **waiting list**: accepting an e-mail address in order to notify the User once that the Hosted Service has launched and, if the User has separately consented, to send updates on development progress;
    3. **Hosted Service**: maintaining the Account and the dearkarl Address, delivering messages sent to the dearkarl Address to the Destination after converting them to

markdown, and making those files available to the AI tools indicated by the User.

2. Separately from the Services, the Provider makes the Template available on the terms described in §11. Self-installation of the Template is not a Service provided by the Provider.
3. The Provider does not supply its own artificial intelligence system. The AI tool used by the User is a third-party service.
4. The Hosted Service does not give the Provider access to the User's mailbox. The Provider processes only messages that have been forwarded to the dearkarl Address. For as long as the Destination is connected, the Provider has ongoing access to it, which it uses only when processing a message forwarded to the dearkarl Address or a request from the User's AI tool (§8, §10(5)).
5. The available sign-in methods and types of Destination are shown during registration. The first of them is signing in with a Google account and saving to a folder in Google Drive.
6. Sending the User a newsletter or other commercial information requires separate, voluntary consent, given by ticking a box that is not ticked by default. Not giving consent does not affect the ability to use the Services. Consent may be withdrawn at any time using the link in the message or by writing to hi@dearkarl.com. Consent is not required for messages related to the provision of the Services, including notices of changes to the Terms.

§4. Technical requirements

1. Using the website and the Account requires a device with internet access and an up-to-date web browser with JavaScript enabled.
2. Using the Hosted Service additionally requires an e-mail account from which the User forwards messages, an account with the Destination provider and, for messages to be read by AI, an AI tool that supports connection to the Hosted Service. Currently the only such tool is Claude (Anthropic); the current list of supported tools is available at dearkarl.com.
3. Specific risks associated with using the Service include in particular: disclosure of the dearkarl Address to third parties, attempts to introduce instructions into the AI context (so-called prompt injection), and impersonation of senders on the Sender Allowlist. Protective measures are described in §7 and §9.

§5. Conclusion and termination of the Agreement

1. The agreement for use of the website is concluded when use begins and terminates when use ends.
2. The agreement for the waiting-list service is concluded when the form is submitted. The User may terminate it at any time by replying to any message from the Provider or by writing to hi@dearkarl.com. Being on the list does not oblige the Provider to launch the Hosted Service by any particular date or on any particular terms.
3. The agreement for the Hosted Service is concluded for an indefinite period when the Account is created.
4. The User may terminate the agreement for the Hosted Service at any time, without giving reasons and at no cost, by deleting the Account in the Account settings. Deleting the Account disconnects the Destination, disables the dearkarl Address and deletes data held by the Provider, except for data whose retention is required by law (see the Privacy Policy).
5. Disconnecting the Destination without deleting the Account stops message delivery. In every case, files saved in the Destination remain the User's property and are not deleted by the Provider.
6. A Consumer may withdraw from the Agreement within 14 days of its conclusion without giving reasons, by sending a statement to hi@dearkarl.com or by deleting the Account. A model withdrawal form is set out in Annex 1 to these Terms (in accordance with Annex 2 to the Polish Act of 30 May 2014 on Consumer Rights); using it is not mandatory. The Hosted Service is provided from the moment the Account is created; because it is free of charge, withdrawal from the Agreement involves no costs for the Consumer.
7. The Provider may terminate the agreement for the Hosted Service with 30 days' notice, given by e-mail, for an important reason, in particular if it ceases to provide the Hosted Service. Termination with immediate effect is possible in the cases set out in §14.

§6. Fees

1. The Services are currently provided free of charge, without the need to provide a payment method.
2. Introducing fees requires an amendment to the Terms. The Provider will inform the User of such an amendment at least 30 days before it takes effect.

3. A fee may be charged only to a User who chooses a paid plan. Not choosing a paid plan does not result in loss of access to files saved in the Destination.
4. The Provider charges only for services provided, never for access to the User's data.

§7. User obligations

1. The User undertakes to use the Services in accordance with the law, these Terms and good practice.
2. In particular, it is prohibited to:
    1. supply unlawful content, including forwarding to the dearkarl Address content that the User has no right to process;
    2. enter another person's e-mail address in the waiting-list form, at registration or on the Sender Allowlist;
    3. install the Template on a domain that the User is not authorised to configure;
    4. introduce content into another person's AI tool without their knowledge, in particular by impersonating a sender on their Sender Allowlist or by using access to their account or device;
    5. take actions that disrupt the operation of the Services, including overloading the infrastructure and automated scraping of the website.
3. The User should keep the dearkarl Address confidential. The Provider is not liable for the consequences of the User disclosing the dearkarl Address.
4. The Sender Allowlist is enabled by default. The User may not disable it in an installation that is not theirs.

§8. Mail delivery

1. Messages are processed only in memory, for the time necessary to convert them and save them in the Destination. The Provider does not save message content on its own disks, in databases, file stores, caches or queues. The same rules apply to reading files from the Destination at the request of the User's AI tool: their content is processed only for the time necessary to pass it to that tool and is not stored by the Provider.
2. On their way to the Destination, messages pass through the infrastructure of Cloudflare, Inc., which the Provider uses to provide the Hosted Service. Cloudflare, Inc. may record technical data about message delivery on the terms set out in the Privacy Policy.

3. If a message cannot be delivered to the Destination, in particular due to lack of space or lack of access, the message is rejected and the sender receives a non-delivery notification. The Provider does not retry delivery.
4. The Provider does not keep an event log of forwarded messages. Technical data about delivery (time, size, result, error type) is processed transiently and does not include content, subject or e-mail addresses. The Provider does, however, store the e-mail addresses assigned to the Account, including the addresses from which the User forwards messages, solely for the purpose of verifying the User. Details are set out in the Privacy Policy.

§9. Message content as data

1. Message content is treated solely as data. No part of a message is executed as an instruction to the AI tool.
2. Content originating from senders is marked as untrusted in all files and instructions made available to the AI tool by the Provider.
3. The exception is text that the User, in the first line of a message they forward themselves, explicitly marks as their own instruction, within the limits set out in the Service documentation.

§10. Provider commitments

The Provider undertakes that it:

1. does not send any messages on behalf of the User or to anyone other than the User;
2. does not add e-mail addresses appearing in forwarded messages to any mailing lists;
3. does not place advertising, sponsored or affiliate content in the context of the User’s AI tool;
4. does not sell, rent or share the User’s data with third parties, including in the event of a sale or closure of the business, except where disclosure is required by law;
5. uses access to the Destination solely to save forwarded messages and to read them at the request of the User’s AI tool, and that this access covers only the folder created for the Service;
6. does not use forwarded messages or files from the Destination to train artificial intelligence models.

§11. Self-hosted Template

1. The Template is made available under the MIT licence. The rights and obligations of persons using the Template are governed solely by that licence.
2. Installing the Template requires no Account and does not connect to any server of the Provider. The Provider has no access to such an installation or to the data processed in it, and is not responsible for its operation.
3. The person who performed a self-installation is solely responsible for its DNS configuration, Cloudflare account, Destination, address and the mail processed in it.
4. Changing a domain's MX records redirects all of that domain's mail. The installer refuses to take over a domain that already receives mail and requires changes to be confirmed, but the decision to make them rests with the person installing.
5. The Hosted Service is not yet available. Its source code will be published at github.com/jaal/dearkarl before the Hosted Service launches. Until then, what is public is the self-host template.

§12. Disclaimer of warranties

1. The Provider will exercise due care to ensure the Services operate properly, but does not guarantee:
    1. delivery of every message to the Destination;
    2. delivery of messages within any particular time;
    3. faithful reproduction of the content, structure, formatting or meaning of a message after conversion to markdown;
    4. uninterrupted availability of the Services.
2. The User acknowledges in particular the following risks: rejection or return of messages, conversion and formatting errors, delivery delays, and outages of third-party services used by the Service.
3. The User should not use the Hosted Service as the only channel for receiving urgent or critical communications, or as the only place to store information whose loss would be serious for them.
4. The Provider does not commit to any particular level of availability of the Hosted Service. The part of the Service that handles the Account and the part that handles mail operate independently, so an outage of the former does not stop message delivery.

5. The provisions of this section do not limit the Consumer's rights under the provisions on conformity of digital services with the contract (Chapter 5b of the Polish Act on Consumer Rights).

§13. Liability

1. The Provider's liability towards Users, regardless of their status, does not cover lost profits or indirect damage, including damage resulting from the loss, delay or non-delivery of messages and from content introduced into the context of an AI tool, subject to section 4.
2. For Services provided free of charge, the Provider is liable only for damage caused intentionally or through gross negligence.
3. For Services provided against payment, the Provider's total liability towards a User who is not a Consumer is limited to the amount of fees paid by that User in the 12 months preceding the event giving rise to the damage.
4. The limitations of liability in this section do not apply to damage caused intentionally, personal injury, or other cases in which exclusion or limitation of liability is not permitted under mandatory provisions of law. Towards Consumers, these limitations apply only to the extent permitted by consumer protection law.
5. The Provider is not liable for the operation of a self-installed Template (§11) or for third-party services (§16), including AI tools and Destination providers.
6. The Provider is not liable for non-performance or improper performance of the Services caused by force majeure, in particular a failure of third-party infrastructure beyond the Provider's control, a DDoS attack, a decision of a public authority or a change in the law.
7. The Provider is not liable for non-delivery or unavailability of messages for reasons attributable to the User, in particular lack of space in or access to the Destination, disconnection of the AI tool from the Hosted Service, or limitations of the User's plan with the provider of that tool.

§14. Suspension and blocking of the Account

1. The Provider may suspend or block an Account, and terminate the Agreement with immediate effect, if:
    1. the User breaches §7 of these Terms;

    2. use of the Account generates traffic that threatens the operation of the Service for other Users;
    3. this is required by law or by a final court ruling or a decision of a competent authority.
2. Where lawful and where it does not threaten the security of the Service, the Provider informs the User of the reason before suspension and sets a deadline to remedy the breach.
3. Using the Service in accordance with its intended purpose is never grounds for suspending or blocking an Account.
4. Suspension or blocking of an Account does not affect the User's rights to files saved in the Destination.
5. The User may challenge a decision to suspend or block an Account through the complaints procedure (§15).
6. Content or conduct that is unlawful or contrary to these Terms may be reported to hi@dearkarl.com, stating what the report concerns and why the reporter considers it unlawful. The Provider handles reports without undue delay and informs the reporter of its decision.
7. The Provider does not analyse the content of forwarded messages for moderation purposes and does not use automated content-moderation tools. A decision to suspend or block an Account includes a statement of reasons and information on how to challenge it.

§15. Complaints

1. Complaints about the Services may be submitted by e-mail to hi@dearkarl.com.
2. A complaint should include the complainant's contact details and a description of the problem. If it concerns a specific message, it helps to give the approximate time it was sent, without attaching its content.
3. The Provider handles a complaint within 14 days of receipt and sends the response to the e-mail address from which it was submitted. If the Provider does not respond to a Consumer's complaint within that period, the complaint is deemed accepted.
4. A Consumer may use out-of-court complaint and redress procedures, in particular the assistance of a municipal or district consumer ombudsman or a permanent consumer arbitration court at the regional Trade Inspection office. Information is available at uokik.gov.pl.

§16. Third parties

1. In providing the Services, the Provider uses third-party services, in particular Cloudflare, Inc. (website and mail-delivery infrastructure), Tally BV (waiting-list form) and PostHog Inc. (analytics of Account usage, data stored in the EU). The current list of data recipients is set out in the Privacy Policy.
2. Use of the Destination and of the AI tool is governed by agreements concluded by the User with their providers. The Provider is not a party to those agreements.
3. dearkarl is an independent project and is not affiliated with, endorsed by or sponsored by Anthropic or any other provider of AI tools, e-mail or infrastructure. Product names belong to their owners and are used only to indicate what the Service works with.

§17. Changes to the Services and the Terms

1. The Provider may amend the Terms for important reasons, which are: a change in the law, a ruling or decision of a competent authority, a change in the scope or manner of providing the Services, the introduction of new Services, the introduction of fees, and the need to ensure the security of the Services.
2. The Provider informs Users who have an Account or are on the waiting list of an amendment to the Terms by e-mail at least 14 days before the changes take effect, and in the case of introducing fees at least 30 days in advance.
3. A User who does not accept the changes may terminate the Agreement before they take effect by deleting the Account or leaving the waiting list.
4. Changes do not affect rights acquired by Users before they take effect.
5. The Provider may change the Hosted Service, including its features, supported AI tools and types of Destination, for the reasons listed in section 1, at no additional cost to the User. The Provider gives at least 14 days' notice by e-mail of any change that materially and negatively affects a Consumer's access to or use of the Hosted Service. The Consumer may then terminate the Agreement at no cost within 30 days of the change or of receiving notice of it, whichever is later.
6. Updates to the Hosted Service, including security updates, are applied on the Provider's side and require no action from the User. If an update requires the AI tool or the Destination to be reconnected, the Provider informs the User by e-mail.

§18. Final provisions

1. The Agreement is governed by Polish law. This choice of law does not deprive a Consumer of the protection afforded by mandatory provisions of the law of the country of their habitual residence.
2. Disputes with Users who are not Consumers are resolved by the court having jurisdiction over the Provider's registered seat. Disputes with Consumers are resolved by the court having jurisdiction under general rules.
3. The rules for processing personal data are set out in the Privacy Policy. Personal data contained in forwarded messages, of which the User is the controller, is processed by the Provider on the User's behalf under the data processing agreement set out in Annex 2 to these Terms.
4. Rights to the dearkarl name and marks and to the content of the website belong to the Provider. The code of the Template, and once published the code of the Hosted Service, is made available under the MIT licence (§11). The User does not transfer to the Provider any rights to forwarded content and grants it no licence to it, other than the authority to process it to the extent necessary to provide the Services.
5. These Terms are drawn up in Polish and English. In the event of any discrepancy, the Polish version prevails.
6. These Terms take effect on 1 November 2026.

Annex 1. Model withdrawal form

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

- To: Technologie 21 Aleksander Jaworski, ul. Pionerska 7/2, 53-213 Wrocław, Poland, e-mail: hi@dearkarl.com
- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service: dearkarl (Hosted Service)
- Date of conclusion of the contract:
- Name of consumer(s):
- Address of consumer(s):
- Signature of consumer(s) (only if this form is submitted on paper):
- Date:

(*) Delete as appropriate.

Annex 2. Data processing agreement

1. **Scope.** This agreement (the “DPA”) applies to the extent that the User is the controller of personal data contained in messages forwarded to the dearkarl Address, in particular when using the Hosted Service in the course of a business or profession. In that respect the User is the controller and the Provider is the processor within the meaning of Article 28 of Regulation (EU) 2016/679 (the “GDPR”). The DPA is concluded upon acceptance of the Terms and remains in force for the duration of the agreement for the Hosted Service.
2. **Subject matter and nature of processing.** The Provider processes the data solely to provide the Hosted Service, namely: receiving a message forwarded to the dearkarl Address, converting it to markdown, saving it in the Destination and reading saved files at the request of the User’s AI tool.
3. **Types of data and categories of data subjects.** Processing covers personal data contained in forwarded messages, in particular names, e-mail addresses and other data of senders, recipients and persons mentioned in the content. The Provider does not control message content, so it may also include special categories of data. The User decides which messages to forward and is responsible for having a legal basis for processing them.
4. **Processing on instructions.** The Provider processes the data only on the User’s documented instructions. The instructions are the forwarding of a message to the dearkarl Address, a request from the User’s AI tool, and the Account settings. The Provider does not use the data for any other purpose, in particular for training artificial intelligence models, marketing or analytics. If the Provider considers that an instruction infringes data protection law, it informs the User without delay.
5. **Confidentiality.** Only persons authorised by the Provider and bound by confidentiality have access to the data.
6. **Security.** The Provider applies the measures referred to in Article 32 GDPR, in particular: processing message content only in memory without storing it on the Provider’s side (§8 of the Terms); encrypted connections; limiting access to the Destination to the folder created for the Service; and the Sender Allowlist enabled by default.
7. **Sub-processors.** The User gives general authorisation for the Provider to engage sub-processors. On the date the Terms take effect, the sub-processor is Cloudflare, Inc. (mail-delivery infrastructure). The current list is set out in the Privacy Policy. The Provider gives notice of an intended addition or replacement of a sub-processor by updating that list at least 14 days before the sub-processor begins processing. The

User may object within that period by writing to hi@dearkarl.com and, if the objection is not accommodated, terminate the Agreement at no cost. Absence of objection within that period constitutes consent. The Provider imposes on each sub-processor data protection obligations no less protective than those in this DPA.

8. **Transfers outside the EEA.** Where a sub-processor processes data outside the European Economic Area, this takes place on the basis of a European Commission adequacy decision (including the EU-US Data Privacy Framework) or standard contractual clauses. Cloudflare, Inc. transfers data on the basis of its certification under the EU-US Data Privacy Framework and, should that certification lapse, on the basis of standard contractual clauses.
9. **Assistance.** Taking into account the nature of the processing, the Provider assists the User in fulfilling obligations relating to data subjects' rights and obligations under Articles 32-36 GDPR. Because the Provider does not store message content, the User handles requests for access to, rectification or erasure of data in saved files directly in the Destination.
10. **Personal data breaches.** The Provider notifies the User of a personal data breach without undue delay and no later than 48 hours after becoming aware of it, together with the information referred to in Article 33(3) GDPR to the extent available.
11. **Audits.** The Provider makes available to the User the information necessary to demonstrate compliance with Article 28 GDPR. Audits or inspections are possible with at least 14 days' notice, no more than once a year, unless prompted by a personal data breach or a request from a supervisory authority. The User bears the cost of the audit.
12. **Termination.** Upon termination of the Agreement, the Provider ceases processing the data. Because the Provider does not store message content, there is no data on its side to return or delete. Files saved in the Destination remain under the User's sole control.
13. **Precedence.** In matters of processing data entrusted under this Annex, its provisions take precedence over the other provisions of the Terms. The limitations of liability in §13 of the Terms apply to the extent permitted by the GDPR.

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hi@dearkarl.com