Polynize Pty Ltd

Terms of Service & Privacy Policy

Effective date: 21 June 2026

This document contains the general Terms of Service and Privacy Policy for Polynize Cognitive Studio and related services operated by Polynize Pty Ltd (ACN 637 549 663).

Workspace assets — including cognition assets, training scenarios, capability data, work blueprints, agent configurations, and related content — are private and unlisted by default unless you choose to share them.

Polynize does not train on customer content unless you affirmatively opt in.

Contents

Part A. Terms of Service
1. Scope and acceptance
2. The services
3. Accounts and workspace administration
4. User content and workspace assets
5. Platform IP and feedback
6. Data use, confidentiality, and AI processing
7. Agents, exports, and integrations
8. Acceptable use and restricted uses
9. Fees, taxes, credits, and billing
10. Disclaimers, liability, and indemnity
11. Suspension, termination, and changes
12. Governing law and contact
Part B. Privacy Policy

Part A. Terms of Service

These Terms of Service (Terms) govern access to and use of the Polynize Cognitive Studio, related software, websites, tools, exports, AI workflows, agent features, and associated services provided by Polynize Pty Ltd (ACN 637 549 663) (Polynize, we, us, or our). By accessing or using the Services, you agree to these Terms. If you do not agree, you must not use the Services.

Enterprise arrangements. For enterprise customers that sign a separate order form, master services agreement, statement of work, data processing addendum, or other written agreement with Polynize, that separate agreement controls to the extent of any conflict with these Terms.

1. Scope and acceptance

The Services are designed to help individuals and organisations map and structure thinking and knowledge, design training scenarios, build and measure capability, blueprint work, configure protocols and agents, and support human decision-making using software and AI-assisted workflows.

These Terms apply to the Services whether used for personal, educational, research, or commercial purposes. Some features may require an account, subscription, or credits.

We may update these Terms from time to time. If we make material changes, we will update the effective date above and may provide additional notice through the Services or by email. Your continued use of the Services after the updated Terms take effect means you accept the revised Terms.

2. The services

The Services may include, without limitation, workspace tools for mapping and structuring knowledge, designing training scenarios, capability measurement and analytics, work blueprinting, protocol and agent configuration, analysis and feedback, output generation, exports, and related features.

The Services are infrastructure. They do not constitute legal, medical, financial, accounting, employment, regulatory, psychological, or other professional advice. Outputs are provided to assist your own reasoning and workflow, not to replace human judgment.

AI-assisted outputs and agent behaviours are probabilistic. They may be inaccurate, incomplete, biased, out of date, or unsuitable for your context. You are responsible for reviewing, validating, and deciding whether and how to rely on any output, recommendation, score, protocol, or agent action.

High-impact use. Polynize advocates human review and human decision-making for high-impact contexts, including hiring, education, health, legal matters, finance, and safety-sensitive uses.

3. Accounts and workspace administration

You may need to create an account to access certain features. You are responsible for maintaining the confidentiality of your credentials, controlling access to your account, and all activities that occur under your account unless caused by Polynize's breach of these Terms or applicable law.

If you use the Services on behalf of an organisation, you represent that you have authority to bind that organisation and that organisation is responsible for the acts and omissions of its users, administrators, contractors, and invited participants.

Workspace administrators may be able to control access, manage users, configure integrations, and view or export workspace content. Your organisation is responsible for its own internal access controls and permissions.

4. User content and workspace assets

For purposes of these Terms, User Content means any text, files, documents, prompts, data, media, configurations, or other material you submit to the Services. Workspace Assets means the assets you create, configure, generate, upload, or store through the Services, including cognition assets (such as thinking maps, protocols, and cognitive frameworks), training scenarios, capability and measurement data, work blueprints, agent instructions and configurations, cognition packages, and other generated structures and related workspace content.

Workspace Assets are private and unlisted by default unless you choose to share or export them. Polynize does not make your Workspace Assets public unless you instruct us to do so or disclosure is required by law.

As between you and Polynize, and to the extent permitted by applicable law, you retain all rights you hold in your User Content and Workspace Assets. These Terms do not transfer ownership of your content to Polynize.

You grant Polynize a limited, non-exclusive, worldwide, royalty-free licence to host, store, copy, transmit, process, transform, display, secure, back up, and otherwise use your User Content and Workspace Assets solely as necessary to operate, provide, maintain, support, and secure the Services, and to perform actions you request such as analysis, generation, export, or collaboration.

You represent and warrant that you have all rights, permissions, and legal authority needed to submit your content to the Services, and that your content and use of the Services do not violate applicable law, confidentiality obligations, or third-party rights.

5. Platform IP and feedback

Polynize and its licensors retain all rights, title, and interest in the Services, including the software, interface, compiler and orchestration logic, workflow architecture, schemas, templates, prompts, visual design, branding, documentation, and all related intellectual property and proprietary know-how used to provide the Services (Platform IP).

Except to the extent expressly permitted by applicable law, you must not reverse engineer, decompile, disassemble, extract source code from, or use the Services or Platform IP to build a competing product or service.

Feedback. If you provide suggestions, ideas, or feedback about the Services, you grant Polynize a non-exclusive, worldwide, perpetual, irrevocable, royalty-free licence to use that feedback for any lawful purpose without restriction or compensation to you.

6. Data use, confidentiality, and AI processing

Polynize processes User Content and Workspace Assets only as reasonably necessary to provide the Services, maintain security, prevent abuse, support users, comply with law, and operate the platform.

Polynize will not use customer content, including Workspace Assets, to train or fine-tune Polynize-owned models unless you affirmatively opt in. This restriction does not prevent Polynize from using service logs, de-identified telemetry, billing records, operational metrics, or aggregated analytics for reliability, security, troubleshooting, abuse prevention, capacity planning, and service improvement.

The Services may rely on third-party providers, including AI model providers, cloud infrastructure providers, authentication providers, analytics providers, and support tools. Polynize may transmit your content to such providers only as reasonably necessary to deliver the Services. Those providers may operate under their own terms and policies.

Confidentiality. Private workspace content is treated as confidential by Polynize and will not be disclosed to third parties except as needed to provide the Services, to authorised subprocessors or service providers under appropriate obligations, to comply with law, to protect rights or safety, to investigate abuse or security incidents, or with your instruction or consent.

7. Agents, exports, and integrations

The Services may allow you to create, configure, export, connect, or deploy agent-like workflows, cognition packages, automations, or integrations. These features may generate recommendations, messages, code, tasks, or other actions based on your instructions, content, settings, or connected systems.

You are solely responsible for whether and how to deploy such features, the permissions and system access you grant, the integrations you connect, the downstream environments in which they operate, and the level of human review, monitoring, approval, and control you apply.

Polynize does not guarantee that any agent, automation, export, or integration will behave as intended, follow a protocol, remain secure in downstream systems, or comply with any law, policy, or business requirement. Once content is exported or an action is taken in a third-party environment, that content or action may leave Polynize’s control.

You must not use the Services or any outputs as the sole basis for decisions or actions that may materially affect a person’s legal rights, employment, education, health, finances, housing, insurance, safety, or similarly high-impact outcomes. Human oversight is required for such uses.

8. Acceptable use and restricted uses

You must use the Services lawfully, responsibly, and in accordance with these Terms.

You must not use the Services to:

- violate law or the rights of others;
- submit or process content you do not have the right to use;
- engage in fraud, deception, impersonation, phishing, or misleading automated communications;

- generate or distribute malware, harmful code, or unauthorised access tools;
- circumvent security, rate limits, access controls, or protective measures;
- conduct unlawful surveillance, unlawful profiling, or unlawful discrimination;
- make solely automated high-impact decisions without meaningful human review;
- use the Services in a way that could harm minors or that is inconsistent with required parent or educator supervision;
- interfere with the Services, other users, or Polynize's systems.

Polynize may investigate suspected misuse and may remove content, suspend features, or terminate access where reasonably necessary to protect the Services, users, third parties, or Polynize.

9. Fees, taxes, credits, and billing

Some features may require payment, subscription, or credits. Credits are prepaid units that permit access to certain features or usage levels. Credits are not money, stored value, a deposit account, or a legal tender substitute.

Unless otherwise stated at the time of purchase, credits are non-refundable once purchased or used except to the extent required by applicable law. Polynize may change pricing, feature eligibility, subscription plans, or future credit usage rules on a prospective basis.

Taxes. Unless otherwise stated, fees are exclusive of goods and services tax (GST) and any other applicable taxes, duties, or government charges, which you are responsible for paying in addition to the fees. Where Polynize is required to collect GST or other taxes, they will be added to the amount payable and, where applicable, Polynize will provide a valid tax invoice.

You are responsible for all fees, taxes, and charges associated with your account, and for providing accurate and current billing information.

10. Disclaimers, liability, and indemnity

Disclaimer. Subject to your Non-excludable Rights (defined below), the Services are provided on an "as is" and "as available" basis. To the maximum extent permitted by law, Polynize disclaims all warranties, express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, availability, security, or that the Services will be uninterrupted or error-free.

Australian Consumer Law. Nothing in these Terms excludes, restricts, or modifies any guarantee, condition, warranty, right, or remedy you may have under the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, or any other law, that cannot lawfully be excluded, restricted, or modified (Non-excludable Rights). To the extent the Services are not of a kind ordinarily acquired for personal, domestic, or household use or consumption, and to the maximum extent permitted by law, Polynize's liability for a failure to comply with a consumer guarantee is limited, at Polynize's option, to resupplying the relevant Services or paying the cost of having them resupplied.

Excluded damages. Subject to your Non-excludable Rights, and to the maximum extent permitted by law, Polynize will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenue, data, goodwill, or business opportunity, arising

out of or relating to the Services, outputs, exports, or agent actions, even if advised of the possibility of such damages.

Liability cap. Subject to your Non-excludable Rights, and to the maximum extent permitted by law, Polynize's aggregate liability arising out of or relating to the Services or these Terms will not exceed the greater of: (a) the amount you paid to Polynize for the Services in the 12 months before the event giving rise to the claim; or (b) AU$100.

Indemnity. You will indemnify, defend, and hold harmless Polynize and its officers, directors, employees, and affiliates from and against claims, losses, liabilities, costs, and expenses, including reasonable legal fees, arising from or relating to your content, your use of the Services, your breach of these Terms, your unlawful or high-risk use of outputs, or your deployment of agents, exports, or integrations in violation of law or third-party rights.

11. Suspension, termination, and changes

You may stop using the Services at any time. Polynize may suspend or terminate your access, remove content, or disable features if we reasonably believe you have violated these Terms, created security or legal risk, failed to pay applicable fees, or if suspension is necessary to protect the Services or others.

Upon termination, your right to access the Services ends, but provisions that by their nature should survive termination will survive, including provisions relating to intellectual property, confidentiality, disclaimers, liability limits, indemnity, billing obligations, dispute resolution, and any accrued rights or obligations.

After termination or account closure, Polynize may delete or de-identify your content within a reasonable period, subject to technical constraints, backups, legal obligations, dispute preservation needs, fraud prevention, and security requirements.

12. Governing law and contact

These Terms are governed by the laws of the State of Victoria, Australia, without regard to conflict of laws principles. You and Polynize submit to the exclusive jurisdiction of the courts of Victoria, and the courts competent to hear appeals from those courts, except that either party may seek injunctive or equitable relief in any court of competent jurisdiction for misuse of intellectual property, confidential information, or security-related harm.

Nothing in this clause excludes or limits any right you may have to bring proceedings, or any protection available to you, under a law that cannot lawfully be excluded, including the Australian Consumer Law.

Contact. Polynize Pty Ltd (ACN 637 549 663)

94a Harold St
Thornbury VIC 3071
Australia

General contact: contact@polynize.io

Privacy contact: privacy@polynize.io

Part B. Privacy Policy

This Privacy Policy explains how Polynize Pty Ltd (ACN 637 549 663) collects, uses, discloses, stores, and protects personal data and other information processed through the Polynize Cognitive Studio and related Services.

1. Scope

This Privacy Policy applies to information processed by Polynize in connection with the Services. It does not override any separate enterprise agreement or data processing agreement that specifically governs a customer relationship.

Polynize is an APP entity and handles personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs). Depending on how the Services are used, Polynize may act as an independent controller for account, billing, support, and product administration data, and as a processor or service provider for customer workspace data handled on behalf of business or educational customers. Where the General Data Protection Regulation or other foreign privacy law applies to a user, Polynize will handle personal information consistently with that law.

2. Information we collect

We may collect the following categories of information:

- account and profile information, such as name, email address, organisation, login credentials, and administrator details;
- workspace assets, such as prompts, files, text, documents, media, cognition assets, training scenarios, capability data, work blueprints, agent configurations, outputs, and related metadata;
- technical and usage data, such as device information, IP address, browser type, logs, timestamps, clickstream data, feature usage, and performance diagnostics;
- billing and transaction data, such as purchase records, subscription status, credit balances, invoices, and limited payment-related metadata from payment providers;
- communications and support data, such as messages you send to Polynize, survey responses, product feedback, and support requests.

3. How we use information

We use information to operate, secure, maintain, and improve the Services, including to authenticate users, provide requested features, generate outputs, support collaboration, process transactions, provide customer support, enforce our Terms, detect abuse, comply with law, and communicate with users about the Services.

We may also use technical logs, operational records, de-identified usage patterns, and aggregated analytics to monitor reliability, investigate incidents, plan capacity, and improve the performance and quality of the Services.

4. Training and AI processing

Polynize does not use customer content, including Workspace Assets and private workspace data, to train or fine-tune Polynize-owned models unless the relevant customer or user affirmatively opts in.

The Services may use third-party AI providers and cloud services to process requests and generate outputs. Where this occurs, content may be transmitted to those providers only as reasonably necessary to deliver the feature or service requested. Those providers may maintain their own privacy notices and contractual terms.

Default privacy setting. Private and unlisted is the default posture for Workspace Assets. Polynize does not publish or expose those assets publicly unless you choose to share, export, or otherwise disclose them through the Services or outside them.

5. Legal bases and permitted processing

Where applicable law requires a legal basis for processing, Polynize generally relies on one or more of the following: performance of a contract, legitimate interests in operating and securing the Services, compliance with legal obligations, and consent where consent is required or where you choose to opt in to specific features or data uses.

6. Sharing and disclosure

We do not sell personal data. We do not disclose private workspace content to unaffiliated third parties except in the limited circumstances described in this Privacy Policy.

We may disclose information:

- to service providers and subprocessors that help us operate the Services, such as hosting, authentication, analytics, support, and AI processing providers;
- to your organisation’s administrators or authorised users within your workspace, according to your workspace settings and permissions;
- to comply with law, lawful process, court order, or regulatory request;
- to investigate, prevent, or address fraud, abuse, security incidents, or technical issues;
- in connection with a merger, acquisition, financing, reorganisation, bankruptcy, or sale of assets, subject to appropriate confidentiality measures;
- with your consent or at your direction.

7. International transfers

Polynize is based in Australia and may use service providers in multiple jurisdictions, including outside Australia. Your information may be processed in countries other than the country where you reside. Where Polynize discloses personal information overseas, it will take steps that are reasonable in the circumstances, consistent with Australian Privacy Principle 8 and other applicable law, intended to support the lawful cross-border handling of that information.

8. Data retention

We retain information for as long as reasonably necessary to provide the Services, maintain records, resolve disputes, enforce agreements, prevent fraud, comply with legal obligations, and preserve security or backup integrity.

If you delete content or close your account, Polynize may retain limited copies for a reasonable period in backups, logs, billing records, legal holds, or security systems before deletion or de-identification is completed.

9. Security

Polynize uses commercially reasonable technical and organisational measures designed to protect information against unauthorised access, loss, misuse, alteration, or disclosure. No system is completely secure, and Polynize cannot guarantee absolute security.

Where an eligible data breach occurs, Polynize will assess and notify affected individuals and the Office of the Australian Information Commissioner as required by the Notifiable Data Breaches scheme under the Privacy Act 1988 (Cth), and will comply with any other applicable breach-notification obligations.

10. Your rights and choices

Depending on your jurisdiction, you may have rights to access, correct, delete, restrict, object to, or export certain personal data, or to withdraw consent where processing is based on consent. You may also have rights relating to automated processing under applicable law.

You may contact us at privacy@polynize.io to make a privacy request. We may need to verify your identity before processing the request, and we may decline or limit requests where permitted by law.

You can also manage certain information directly through your account settings, workspace tools, or by contacting your organisation’s administrator if the account is managed by an organisation.

If you are in Australia and are not satisfied with how Polynize has handled your personal information or a privacy request, you may lodge a complaint with the Office of the Australian Information Commissioner (OAIC) at oaic.gov.au.

11. Minors and supervised educational use

The Services are not directed to unsupervised use by young children. Minors may use the Services only with appropriate parent, guardian, educator, or institutional supervision and authorisation as required by applicable law and policy.

Where the Services are used in educational or youth settings, the relevant parent, guardian, educator, school, or institution is responsible for ensuring that appropriate notices, permissions, supervision, and local legal requirements are satisfied.

12. Changes to this Privacy Policy

We may update this Privacy Policy from time to time. If we make material changes, we will update the effective date and may provide additional notice through the Services or by email where appropriate.

13. Contact

Privacy questions, requests, or complaints may be sent to privacy@polynize.io or by mail to:

Polynize Pty Ltd (ACN 637 549 663)
94a Harold St
Thornbury VIC 3071
Australia