Privacy and Cookies Policy

As at 1 October 2026. This policy applies to the shapehome.art website, the app.shapehome.art application and contact with the Service Provider, and contains the information referred to in Articles 13 and 14 of the GDPR, as well as information on cookies and similar technologies required by Article 399 of the Electronic Communications Act. Capitalised terms have the meanings assigned to them in the Terms and Conditions.

§ 1. Data Controller and contact details

1. The data controller is Couchlab Prosta Spółka Akcyjna, with its registered office in Busko-Zdrój, ul. Tadeusza Kościuszki 60, 28-100 Busko-Zdrój, entered in the National Court Register (KRS) under number 0000925977, Tax Identification Number (NIP) 6551982901, Statistical Identification Number (REGON) 520140135, email: kontakt@shapehome.art ("Controller").

2. The Controller has not appointed a Data Protection Officer, as the current scale and scope of processing do not meet the conditions set out in Article 37 of the GDPR. For all matters relating to personal data, please contact us atkontakt@shapehome.art .

§ 2. Purposes, legal bases and retention periods

1. The Controller processes personal data for the following purposes:

a) maintaining the Account and login – first name, email address, Account ID; legal basis: Article 6(1)(b) of the GDPR (performance of a contract); retention period: the duration of the contract and 30 days after the Account is deleted, and in the event of a dispute – until the limitation period for claims expires;

b) ensuring the security of the Website and the App – technical data and server logs, error reports without IP addresses; legal basis: Article 6(1)(f) of the GDPR (legitimate interest in protecting the services and users); retention period: logs for 14 days, error reports for 30 days;

c) processing payments and issuing invoices (invoices are issued by the Controller using Stripe tools) – payer details, transaction details, invoices; legal basis: Article 6(1)(b) and (c) of the GDPR; retention period: until the expiry of the retention period under tax and accounting regulations, generally 5 years from the end of the calendar year in which the tax payment deadline expired;

d) documentation of consents and document approvals – content of consent, document version, date and time; legal basis: Article 6(1)(c) of the GDPR in conjunction with Article 7(1) of the GDPR and
Article 6(1)(f) of the GDPR; retention period: until the limitation period for claims expires;

e) approvals of project stages and minutes (§ 18 of the Regulations) – full name, email address, role, date, time, version of the material, IP address; legal basis: in Projects carried out by the Architect – at the Architect's request pursuant to Annex 1 to the Regulations; in Projects referred to in § 3(2) – Article 6(1)(b) and (f) of the GDPR (performance of the contract and provision of proof of approval); retention period: for the duration of the Project's storage, including in read-only mode, until the data is deleted in accordance with § 9(3) of the Terms and Conditions, and in the event of a dispute – until the limitation period for claims expires;

f) handling correspondence and the contact form, and protection against spam – data provided in the message, IP address and browser data; legal basis: Article 6(1)(f) of the GDPR (responding to enquiries and protection against abuse); retention period: IP address for 30 days, correspondence for
12 months;

g) email marketing (newsletters and commercial communications) – email address and preferences; legal basis: consent, Article 6(1)(a) of the GDPR and Article 398 of the Electronic Communications Act; retention period: until consent is withdrawn, and thereafter for the period necessary to demonstrate that consent was given;

h) Project-related email notifications – email address and Project details; legal basis: Article 6(1)(b) of the GDPR; retention period: the duration of the contract; in Projects managed by the Architect, these data are processed on the Architect's behalf pursuant to Annex 1 to the Terms and Conditions;

i) Website and App analytics and measurement of the effectiveness of adverts on the Website (Google Analytics 4 and Microsoft Clarity – on the Website and in the App; Google Ads and Meta Pixel – exclusively on the Website) – online identifiers, events, referral source, and, in the case of Microsoft Clarity, also data on interactions with the page (clicks, scrolling, cursor movements) used for heatmaps and session replay; legal basis: consent, Article 6(1)(a) of the GDPR and Article 399 of the Electronic Communications Act; duration: until consent is withdrawn or the expiry of the cookies specified in § 7. Within the Application, Project content (drawings, documents, comments, attachments, Project names, Project member details) is masked and is not recorded in session recordings or passed on to analytics tool providers;

j) establishing, exercising or defending legal claims – contract data, correspondence, evidence; legal basis: Article 6(1)(f) of the GDPR; retention period: until claims become time-barred;

k) fulfilling obligations under Regulation (EU) 2022/2065 (DSA), including handling reports of unlawful content and appeals – content of the report, justification, contact details; legal basis: Article 6(1)(c) of the GDPR; retention period: for the period required by law.

2. Providing data is voluntary but necessary to create an Account, conclude and perform a contract, and issue an invoice; in the latter respect, it is a statutory requirement. Without providing this data, it will not be possible to use the Application. Granting marketing and analytics consents is entirely voluntary and does not affect access to services. In the case of processing based on a legitimate interest, you may object at any time and obtain information about the assessment of that interest.

§ 3. Data in Projects

1. With regard to data contained in Projects managed by the Architect, the controller is, as a rule, the Architect, whilst the Service Provider acts as a processor pursuant to Annex 1 to the Terms and Conditions. Information regarding this processing, including its purposes and legal bases, is provided by the Architect. For data relating to Accounts, payments, security, marketing and analytics, the data controller is the Service Provider. The Service Provider processes the analytical data collected in the Application as a data controller for its own purposes, in accordance with § 2(1)(i); this does not include the content of Projects.

2. If a Project is conducted by a Consumer for their own personal use, in particular an Investor in a Project paid for under a one-off Plan, the Service Provider, in relation to the storage

and making data available in that Project, acts as a data controller and applies this Policy to such data.

§ 4. Data recipients

Data may be disclosed to entities processing it on behalf of the Controller on the basis of data processing agreements, in particular: DigitalOcean, LLC (hosting and backups), Brevo (email dispatch); further entities processing Project data are listed in the Annex to Appendix 1 to the Terms and Conditions; the accountancy firm General Outsource Spółka Doradztwa Podatkowego sp. z o.o., with its registered office in Kraków, ul. Cegielniana 4A/27, 30-404 Kraków, NIP 9542743334 (accounting services) and providers of security and IT services. Stripe Payments Europe Ltd., with its registered office in Dublin, and Stripe, LLC are separate data controllers in relation to payment processing and fraud prevention, whilst in relation to invoicing tools they act as data processors on behalf of the Data Controller. Recipients may also include Google Ireland Limited and Google LLC (Google Analytics, Google Tag Manager, Google Ads), Meta Platforms Ireland Ltd. (Meta Pixel), Microsoft Ireland Operations Limited and Microsoft Corporation (Microsoft Clarity), legal and tax advisers, public authorities – where required by law – and Project members within the scope of their assigned Roles.

§ 5. Transfer of data outside the EEA

Data is stored on DigitalOcean, LLC's servers in Frankfurt (Germany), within the European Economic Area. As some suppliers are based in the USA (DigitalOcean, LLC, Stripe, LLC, Google LLC, Meta Platforms, Inc., Microsoft Corporation), data may be accessed or transferred to the USA. Such transfers are made on the basis of the European Commission's decision recognising an adequate level of protection (EU–US Data Privacy Framework) – as at the date of drafting this Policy, all the providers listed hold certification under this programme – and, in the event of the certification expiring or not being renewed, or in respect of matters not covered by it, on the basis of the standard contractual clauses adopted by the European Commission (Article 46(2)(c) of the GDPR). A copy of the safeguards may be obtained on request by emailingkontakt@shapehome.art .

§ 6. Joint controllership with Meta

With regard to the collection and transfer of data on events on the Website using Meta Pixel, the Controller and Meta Platforms Ireland Ltd. are joint controllers within the meaning of Article 26 of the GDPR, in accordance with Meta's 'Controller Addendum'. The Controller is responsible for obtaining consent and providing information on joint processing, whilst Meta Platforms Ireland Ltd. is responsible for facilitating the exercise of the rights under Articles 15–20 of the GDPR in respect of data stored by Meta following its transfer, in respect of which it acts as a separate controller. These rights may be exercised against either of the joint controllers. The lead supervisory authority for joint processing is the Irish Data Protection Commission. Information on processing by Meta is available in Meta's privacy policy.

§ 7. Cookies and similar technologies

1. The Website and the App use cookies and similar technologies (e.g. local storage, pixels), i.e. information stored and retrieved on the User's device. Essential cookies are used to the extent necessary for logging in, security, processing payments and remembering your cookie preferences. Analytical and marketing cookies are only activated once consent has been given; until then, the relevant tags remain blocked and Google Consent Mode v2 operates in 'opt-out' mode. Google Ads and Meta Pixel are used exclusively on the Website and are not loaded in the App. Google Analytics 4 and Microsoft Clarity are used on the Website and in the App only once consent has been given for analytics cookies. In Microsoft Clarity session recordings, content entered into form fields and personal data visible on the page are masked; in the App, the entire content of Projects is also masked. Fonts are hosted locally, without the IP address being transmitted to Google.

2. Technologies used: a) essential – session cookies (login, security, App functionality; until the end of the session), a preference cookie in the .shapehome.art domain (to remember the choice between the Website and the App; 12 months), Stripe cookies (Checkout and payment security; as per Stripe settings); b) analytical, with consent (Website and App) – _ga, _ga_* (Google Analytics 4, statistics; 2 years), _clck, _clsk (Microsoft Clarity – behaviour analysis, heatmaps and session recordings; _clck – 1 year, _clsk – 1 day); c) marketing cookies, subject to consent (Website only) – _fbp (Meta Pixel, campaign measurement; 90 days), _gcl_au (Google Ads, conversion measurement; 90 days).

3. When you first access the Website or the App, a banner appears allowing you to accept, reject or select a category. You can change or withdraw your consent at any time just as easily as you gave it, via the 'Cookie settings' link in the Website footer or in the App menu (Article 7(3) of the GDPR). You may also delete and block cookies in your browser settings; blocking essential cookies may prevent you from logging in or making a payment.

§ 8. Rights of data subjects

You have the right to access your data and receive a copy of it, to have it rectified, erased, to restrict its processing, to data portability, to object to processing based on a legitimate interest – including unconditionally in relation to direct marketing – and to withdraw your consent at any time, without affecting the lawfulness of any processing carried out prior to such withdrawal. Requests may be sent tokontakt@shapehome.art ; a response will be provided without undue delay, generally within one month. You also have the right to lodge a complaint with the President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw. The Data Controller does not make decisions based solely on automated processing, including profiling, which produce

legal effects or similarly significantly affect an individual; Stripe may apply its own anti-fraud mechanisms as described in its privacy notice.

§ 9. Information for individuals invited to the Project

If you are invited by an Architect or another member of the Project, we have received your email address, first name and information about the Project and your Role from the person inviting you. We process this data to send the invitation, create an Account once it has been accepted, and enable your participation in the Project, pursuant to Article 6(1)(f) of the GDPR. You may choose not to accept the invitation; we will delete any unaccepted invitations after 30 days. We provide a summary of the data processing, together with a reference to this paragraph, in the invitation message (Article 14(3)(b) of the GDPR). Information on data recipients, the transfer of data outside the EEA and your rights can be found in § 4, § 5 and § 8. Once you have accepted the invitation, this Policy applies, and the Project's data controller will provide its own information.

§ 10. Backups, data erasure and amendments to the Policy

Backups are rotated and retained for 30 days. Data in read-only Projects is deleted in the cases specified in § 9(3) of the Terms and Conditions; following deletion from the production system, backups expire within 30 days, subject to data that must be retained by law or for the defence of legal claims. The Controller implements technical and organisational measures in accordance with Article 32 of the GDPR, including transmission encryption (TLS). Users are notified of any significant changes to the Policy by email or within the Application before they come into effect.