

PRIVACY POLICY

CASTING STUDIO MOBILE APPLICATION

Data Controller:	Casting Studio Sp. z o.o.
Registered office:	ul. Chelmska 19/21/8, 00-724 Warsaw
KRS:	0000964046
NIP:	5213962470
REGON:	521634649
Contact:	office@casting-studio.com
Website:	www.casting.studio
Effective date:	2 March 2026
Document version:	3.0

This Privacy Policy complies with the requirements of: Regulation (EU) 2016/679 (GDPR), the Polish Act on Personal Data Protection of 10 May 2018, UK GDPR and Data Protection Act 2018, CCPA/CPRA, Apple App Store Review Guidelines (Section 5.1), Google Play Developer Program Policy, ePrivacy Directive 2002/58/EC, COPPA, UK AADC (Children's Code), and other applicable data protection regulations.

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1. GENERAL PROVISIONS AND DEFINITIONS

1.1. This Privacy Policy (hereinafter: Policy) sets out the rules for the processing and protection of personal data of Users of the Casting Studio mobile application (hereinafter: Application), available on the Apple App Store and Google Play Store, as well as the related web application at www.casting.studio.

1.2. The Application is a professional casting platform connecting talent (actors, actresses, influencers, content creators) with entities from the film, advertising and production industries (directors, producers, production companies).

1.3. Use of the Application constitutes acceptance of this Policy in its entirety. A User who does not accept any provision of the Policy should refrain from using the Application and promptly delete their account.

1.4. Definitions used in this Policy:

- Controller – Casting Studio Sp. z o.o. with its registered office in Warsaw, ul. Chelmska 19/21/8, 00-724 Warsaw, KRS 0000964046, NIP 5213962470, REGON 521634649;
- User – any natural person using the Application, including Artists, Bookers, and Clients;
- Personal Data – any information relating to an identified or identifiable natural person (Article 4(1) GDPR);
- Profile – a User's account in the Application containing identification data, portfolio materials and casting activity history;
- Service – any functionalities made available by the Controller through the Application, provided on an "as-is" basis;
- GDPR – Regulation (EU) 2016/679 of 27 April 2016;
- UK GDPR – the GDPR as retained in UK law, supplemented by the Data Protection Act 2018;
- CCPA/CPRA – California Consumer Privacy Act / California Privacy Rights Act.

2. DATA CONTROLLER

2.1. The controller of personal data is Casting Studio Sp. z o.o. with its registered office in Warsaw (00-724), ul. Chelmska 19/21/8, KRS 0000964046, NIP 5213962470, REGON 521634649.

2.2. The Controller processes data in accordance with the GDPR, the Polish Act on Personal Data Protection, UK GDPR and Data Protection Act 2018, CCPA/CPRA, and other applicable regulations.

2.3. Contact: office@casting-studio.com or in writing to the registered office address.

3. DATA PROTECTION OFFICER (DPO)

3.1. The Controller has appointed a Data Protection Officer, who may be contacted at: office@casting-studio.com.

3.2. The DPO may be contacted regarding all matters relating to data processing and the exercise of rights under the GDPR, UK GDPR, and CCPA/CPRA.

4. CATEGORIES OF PERSONAL DATA COLLECTED

4.1. The Controller collects and processes the following categories of data:

Category	Types of data	Status
Identification	First name, last name, date of birth, gender, nationality, languages	Required
Contact	E-mail, telephone, correspondence address	Required
Image/visual	Profile photos, video business cards, self-tapes, portfolio gallery	Required
Professional	Experience, skills, portfolio, CV	Required
Physical	Height, weight, clothing size, hair/eye colour, appearance type	Required
Voice	Voice samples, voice-over recordings	Optional
Technical	IP address, device ID, operating system, browser	Automatic
Activity	Application history, engagement statistics, AI interactions	Automatic
Communication	Messages within the Application, notification preferences	Automatic

4.2. Special categories of data (Article 9 GDPR). Photographs and video recordings processed by AI systems may constitute biometric data within the meaning of Article 9(1) GDPR. Processing is carried out solely on the basis of the User's explicit consent (Article 9(2)(a) GDPR). The User acknowledges and accepts that withdrawal of consent to the processing of image data by AI will prevent the use of intelligent matching features, which may significantly reduce the visibility of the User's profile in casting search results.

4.3. The Controller does not use image data to create facial recognition or surveillance systems. AI processing is limited to matching visual features to casting brief requirements.

4.4. The User represents that all personal data entered into the Application is truthful, current and complete. The Controller shall not be liable for any damage resulting from the provision of untrue, outdated or incomplete data by the User.

5. PURPOSES AND LEGAL BASES FOR PROCESSING

Purpose	Legal basis (GDPR)	Description
Account registration	Art. 6(1)(b)	Performance of a contract for the provision of electronic services
Casting processes	Art. 6(1)(b)	Connecting talent with producers – core function of the Application
Pre-selection stages) (3	Art. 6(1)(b) and (f)	Matching: photos, video business card, self-tape
AI matching	Art. 6(1)(a),(b); Art. 9(2)(a)	Automated matching using AI
AI Assistant	Art. 6(1)(b) and (a)	Conversational support, answering questions
Image/voice licences	Art. 6(1)(a) and (b)	Image/voice licence agreements, including AI/CGI productions
Analytics	Art. 6(1)(f)	Statistics, quality improvement – legitimate interest
Security	Art. 6(1)(f)	System protection, abuse detection

Legal obligations	Art. 6(1)(c)	Accounting, tax, statutory obligations
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5.2. The User has the right to withdraw consent at any time (Article 7(3) GDPR), without affecting the lawfulness of processing carried out prior to the withdrawal.

Consent mechanisms

- At registration – separate, unchecked checkboxes (opt-in) for: (i) processing of image data by AI (Article 9(2)(a) GDPR), (ii) marketing communications, (iii) analytics. Each purpose = separate checkbox;
- On first AI use – a modal with information about AI providers and the scope of processing;
- System permissions – just-in-time dialogues (camera, microphone, gallery). Refusal does not block core functionality;
- Management – Settings > Privacy. Withdrawal = as simple as granting consent.

6. AUTOMATED DECISION-MAKING AND PROFILING

6.1. The Application uses AI algorithms to match candidates to casting briefs. The system analyses physical features, experience, skills and availability.

6.2. Processing serves an assistive function – every decision is ultimately made by a human (human-in-the-loop model). The User acknowledges that results generated by AI are of a purely recommendatory nature and do not constitute a guarantee of obtaining a role, employment or any other outcome.

6.3. The User has the right to: (a) information about the logic of processing (Articles 13(2)(f), 14(2)(g) GDPR), (b) express their point of view, (c) contest the decision, (d) request human intervention (Article 22 GDPR).

7. USE OF ARTIFICIAL INTELLIGENCE (AI)

7.1. The Application uses AI in the following areas:

- AI Assistant – a conversational agent based on knowledge bases;
- Intelligent matching – automated matching of profiles to casting briefs;
- Description generation – AI-assisted creation of casting descriptions;
- Engagement analysis – identification of active community members.

7.2. AI technology providers

The Controller uses the services of the following AI providers, exclusively in inference mode (without sharing data for model training):

- OpenAI, Inc. (San Francisco, USA) – GPT models;
- Anthropic, PBC (San Francisco, USA) – Claude models.

7.3. The User acknowledges that results generated by AI systems (including matching recommendations, AI Assistant responses, generated descriptions) may contain inaccuracies, errors or imprecisions. The Controller will make reasonable efforts to ensure the quality of AI outputs; however, it does not guarantee their accuracy, completeness, or fitness for a particular purpose. The Controller shall not be liable for decisions made by the User on the basis of results generated by AI systems.

7.4. Agreements with AI providers contain zero data retention / no-train clauses, prohibiting the use of User data for model training.

8. SHARING DATA WITH THIRD PARTIES

8.1. Data may be shared with the following categories of recipients:

- Casting Clients – only to the extent necessary for the casting process;
- IT providers – hosting, cloud (Article 28 GDPR);
- AI providers – OpenAI, Anthropic (inference, no training);
- Communication providers – push, e-mail, SMS;
- Image/voice licensees – on the basis of separate licence agreements;
- Public authorities – on the basis of applicable law.

8.2. The Controller does not sell personal data within the meaning of the GDPR or CCPA/CPRA. The Controller does not share data for the purposes of third-party behavioural advertising.

8.3. The User acknowledges that after personal data has been shared with Casting Clients as part of the casting process, those Clients become separate controllers of such data and bear independent responsibility for its further processing. The Controller shall not be liable for the actions of Casting Clients acting as separate data controllers.

9. INTERNATIONAL DATA TRANSFERS

9.1. Data may be transferred outside the EEA (including to the USA) in connection with the use of AI provider services. Safeguards:

- European Commission adequacy decisions (Article 45 GDPR), including the EU-US Data Privacy Framework;
- Standard Contractual Clauses (SCCs) pursuant to Decision 2021/914;
- Additional safeguards (Schrems II): encryption, pseudonymisation, Transfer Impact Assessment;
- For UK transfers: UK IDTA or UK Addendum to the SCCs as approved by the ICO.

9.2. Copies of the safeguards are available upon request: office@casting-studio.com.

10. DATA RETENTION PERIODS

- Account and profile – duration of the account + 30 days after deletion;
- Casting data – 12 months after the completion of the casting;
- Image licences – duration of the licence + 24 months;
- AI conversations – 12 months from the last interaction;
- Technical data – 24 months;
- Accounting records – 5 years (statutory obligation);
- Data for pursuing claims – duration of the limitation period.

10.2. Upon expiry of the retention period, data is permanently deleted or anonymised.

11. USER RIGHTS (GDPR)

- Right of access (Article 15) – a copy of data + information about processing;
- Right to rectification (Article 16);
- Right to erasure (Article 17) – "right to be forgotten";
- Right to restriction (Article 18);
- Right to data portability (Article 20) – JSON/CSV format;
- Right to object (Article 21);
- Right to withdraw consent (Article 7(3));
- Right to lodge a complaint – with the President of the Personal Data Protection Office (UODO), ul. Stawki 2, 00-193 Warsaw.

11.2. Contact: office@casting-studio.com. Response within 30 days (Article 12(3) GDPR). The Controller may request identity verification.

12. RIGHTS OF US RESIDENTS (CCPA/CPRA AND STATE REGULATIONS)

12.1. This section applies to US residents. It supplements the Policy with rights under the CCPA/CPRA as well as VCDPA, CPA, CTDPA, UCPA, and TDPSA.

- Right to Know – information about categories and purposes of collection;
- Right to Delete – request for deletion of data;
- Right to Correct – correction of data;
- Right to Opt-Out – the Controller does not sell data and does not share it for behavioural advertising;
- Right to Limit Use of Sensitive PI – limitation to necessary purposes;
- Right to Non-Discrimination.

12.3. CCPA requests: office@casting-studio.com with the subject line "CCPA/Privacy Request". Response within 45 days.

13. RIGHTS OF UK RESIDENTS (UK GDPR)

13.1. Supervisory authority: Information Commissioner's Office (ICO), Wycliffe House, Water Lane, Wilmslow, SK9 5AF, www.ico.org.uk.

13.2. UK AADC (Children's Code). For persons aged 16–17: default highest privacy protection, no marketing profiling, geolocation disabled, age verification with parental verification.

13.3. Transfers from the UK: UK IDTA or UK Addendum to the SCCs as approved by the ICO.

14. DATA SECURITY

- Encryption: TLS 1.3 (in transit) and AES-256 (at rest);
- RBAC – different access levels for Artists, Bookers, Clients;
- Regular security audits and penetration tests;

- Access monitoring (who, when, which data);
- Confidentiality clauses (NDA) for community members;
- Employee training on data protection.

14.2. Data breach. The Controller will notify the President of UODO within 72 hours (Article 33) and Users where the breach results in a high risk (Article 34). The User acknowledges that no IT system can guarantee 100% security of data transmitted over the Internet, and uses the Application at their own risk in this regard.

15. DATA PROTECTION IMPACT ASSESSMENT (DPIA)

15.1. The Controller has conducted a DPIA (Article 35 GDPR) for: processing of image data by AI (potential biometric data), profiling of candidates, transfers to the USA.

15.2. Implemented measures: pseudonymisation of AI data, data minimisation, encryption, human-in-the-loop, consent withdrawal mechanism. The DPIA is updated at least once a year.

16. CHILDREN’S AND MINORS’ PRIVACY

16.1. The Application is not intended for persons under 16 years of age. The system blocks registration based on date of birth.

16.2. Persons aged 16–17: verifiable parental/guardian consent (e-mail with confirmation link). The account becomes active only after confirmation.

16.3. Parents/guardians who have given consent for the use of the Application by a person between 16 and 18 years of age bear responsibility for supervising the minor’s activity in the Application and accept this Policy on their behalf.

16.4. Contact: office@casting-studio.com. Compliant with COPPA (USA) and UK AADC (Section 13.2).

17. COOKIES, TRACKING TECHNOLOGIES, ATT / PRIVACY SANDBOX

- Essential cookies – session, preferences (Article 6(1)(f) GDPR);
- Analytics cookies – only with consent (Article 6(1)(a) GDPR);
- Mobile identifiers – IDFA/GAID collected only with explicit consent.

17.2. Apple ATT: The Application does not track Users (IDFA not collected). In the event of a change: a system ATT dialogue before tracking activation.

17.3. Google Privacy Sandbox: GAID not used for tracking. Local analytics, compliant with Privacy Sandbox.

18. APPLICATION SYSTEM PERMISSIONS

Permission	Purpose	Status
Camera	Video business cards, self-tapes, profile photos	Optional
Microphone	Audio in video, voice samples	Optional

Gallery	Uploading photos and recordings from the device	Optional
Push	Notifications about castings and statuses	Optional
Internet	Communication with servers	Required

18.2. The Application does not access contacts, location, calendar, or health data.

19. ACCOUNT AND DATA DELETION

19.1. Account deletion: Settings > Account > Delete account, or by e-mail to office@casting-studio.com.

19.2. Within 30 days of the request: permanent deletion of the profile, portfolio, and casting history. Exception: data required by law.

19.3. The User acknowledges that account deletion is irreversible after the 30-day restoration period and results in the permanent loss of access to all materials, casting history and associated data. The Controller shall not be liable for data loss resulting from account deletion at the User's request.

20. LIMITATION OF THE CONTROLLER'S LIABILITY

20.1. Services provided through the Application are made available on an "as-is" and "as-available" basis. To the fullest extent permitted by applicable law, the Controller makes no warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, non-infringement of third-party rights, continuity of operation, freedom from errors, or completeness of data.

20.2. The Controller shall not be liable for:

- Damage resulting from acts or omissions of the User, including provision of untrue data, infringement of third-party rights, or failure to comply with this Policy;
- Damage resulting from the actions of Casting Clients, producers, directors, or other third parties to whom data was disclosed as part of the casting process;
- Lost profits, lost professional opportunities, lost remuneration, loss of reputation, or other indirect, consequential, incidental, or special damages, regardless of their legal basis (contract, tort, strict liability);
- Inaccuracies, errors, or imprecisions in results generated by AI systems, including matching recommendations, AI Assistant responses, and casting descriptions;
- Interruptions in the operation of the Application, data loss caused by technical failure, force majeure, or circumstances beyond the Controller's control;
- Data security breaches caused by factors beyond the Controller's control (hacker attacks, zero-day vulnerabilities, provider failures);
- Decisions made by the User on the basis of information obtained through the Application, including professional, financial, or personal decisions.

20.3. The Controller's total liability to the User on any basis related to the use of the Application is limited to the amount actually paid by the User to the Controller in the 12 months preceding the event giving rise to the damage, and in the absence of payment – to PLN 100 (one hundred zlotys).

20.4. The User waives all claims against the Controller in respect of indirect, consequential, incidental, special, punitive, or exemplary damages (punitive damages). The above waiver applies to the fullest extent permitted by applicable law.

20.5. Nothing in this Policy excludes or limits the Controller's liability that cannot be excluded or limited under mandatory provisions of law, including liability for: (a) intentional infliction of damage, (b) death or personal injury caused by gross negligence, (c) breach of mandatory data protection regulations (GDPR, UK GDPR, CCPA/CPRA) to the extent that such regulations do not permit limitation of liability.

20.6. The User undertakes to indemnify and hold harmless the Controller from and against all claims, demands, lawsuits, costs (including reasonable legal fees) arising from: (a) the User's breach of this Policy, (b) infringement of third-party rights by materials uploaded by the User, (c) use of the Application in a manner inconsistent with its intended purpose.

21. DISPUTE RESOLUTION AND JURISDICTION

21.1. Pre-litigation mediation. Before initiating any court proceedings, the User undertakes to attempt to resolve the dispute amicably with the Controller. To this end, the User is required to send a written complaint to: office@casting-studio.com, describing the claim, its factual basis, and the requested form of redress. The Controller will respond to the complaint within 30 days. The parties will negotiate in good faith for a period of at least 60 days from the date of delivery of the complaint.

21.2. Institutional mediation. If the dispute has not been resolved through negotiation (Section 21.1), either party may, before filing a lawsuit, refer the matter to mediation conducted by the Mediation Centre at the Court of Arbitration at the Polish Chamber of Commerce (Krajowa Izba Gospodarcza) in Warsaw, in accordance with its Rules. The costs of mediation shall be borne equally by the parties.

21.3. Jurisdiction. All disputes arising from this Policy or related to the use of the Application shall be governed by Polish law and subject to the jurisdiction of the common courts competent for the Controller's registered office (Warsaw), subject to mandatory consumer protection provisions that may grant the User the right to bring proceedings before the court competent for their place of residence.

21.4. Time limit for claims. All claims of the User against the Controller related to the use of the Application or the processing of personal data must be submitted in writing within 12 months from the date on which the User became aware, or should have become aware with due diligence, of the circumstances giving rise to the claim. After this period, claims shall expire to the fullest extent permitted by applicable law.

21.5. Class action waiver. To the fullest extent permitted by applicable law, the User agrees that all claims against the Controller shall be pursued on an individual basis only. The User waives the right to participate in class actions, group actions, or representative actions against the Controller.

21.6. Severability. If any provision of this section is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by a provision closest to its economic purpose, to the extent permitted by law.

22. CHANGES TO THE PRIVACY POLICY

22.1. The Controller reserves the right to amend the Policy in the event of changes to the law, Application functionality, supervisory authority recommendations, or technological developments.

22.2. Notification of material changes: push + e-mail + in-app banner, with 14 days' advance notice.

22.3. Continued use of the Application after the changes take effect constitutes acceptance of the amended Policy. If the User does not accept the changes, they have the right to delete their account before the changes take effect.

23. CONTACT INFORMATION AND COMPLAINTS

23.1. Casting Studio Sp. z o.o., ul. Chelmska 19/21/8, 00-724 Warsaw. E-mail: office@casting-studio.com, www.casting.studio.

23.2. Supervisory authorities:

- Poland/EU: President of UODO, ul. Stawki 2, 00-193 Warsaw, www.uodo.gov.pl;
- UK: ICO, Wycliffe House, Water Lane, Wilmslow, SK9 5AF, www.ico.org.uk;
- Other EU: the supervisory authority of the Member State of habitual residence (Article 77 GDPR).

24. FINAL PROVISIONS

24.1. This Policy enters into force on 2 March 2026.

24.2. Governing law: GDPR, the Polish Act on Personal Data Protection, UK GDPR, CCPA/CPRA, and other applicable regulations.

24.3. The Policy is available within the Application (Settings > Privacy) and at www.casting.studio/privacy.

24.4. The Polish version shall prevail in the event of any discrepancies with other language versions.

24.5. This Policy applies equally to the iOS and Android versions.

24.6. This Policy, together with the Application Terms & Conditions and any licence agreements, constitutes the entire agreement between the Controller and the User regarding the processing of personal data. All prior arrangements, representations, or agreements (oral or written) in this regard shall cease to apply as of the effective date of this Policy.

24.7. Failure or delay by the Controller in exercising any right under this Policy shall not constitute a waiver of that right.

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