Dubroll — Privacy Policy

Last updated: 26 September 2026

Effective from: 26 September 2026

Applies to: the Dubroll mobile app for Android.

You can object. Against any processing that rests on a legitimate interest — which processing that is, is stated in section "Legal bases by purpose" — you can object at any time by writing to contact@dubroll.app with the subject "Objection".

Contents

1. Who we are

2. What Dubroll does

3. Your account

4. What goes to Google Gemini and why

5. Our alignment server

6. What is kept on your phone

7. Usage statistics and error reports — only with your consent

8. The app integrity check

9. Identifiers, advertising and tracking

10. Things you send out

11. The permissions

12. Subscriptions, purchases and the rights

13. The reports

14. Our role and Google's role

15. Legal bases by purpose

16. Transfers of data to third countries

17. Retention periods and deletion

18. Your rights

19. Objection and withdrawal of consent

20. People in the frame

21. Age — Dubroll is 18+

22. Security and personal data breaches

23. Changes and languages

24. Contact and complaints

1. Who we are

The controller of the personal data under Regulation (EU) 2016/679 ("the Regulation") is **Torvyx Labs Ltd.** („Торвикс Лабс“ ЕООД).

- Registered seat and address of management: 46 Tsar Asen I Street, Burgas 8000, Bulgaria
- Company number (ЕИК/UIC): 208895745 · VAT number: BG208895745
- Contact: **contact@dubroll.app** · **+359 877 001 885**

2. What Dubroll does

You film or pick a video; Dubroll sends it with the sound to Google Gemini, which writes a commentary in the style of the commentator you have chosen; a synthetic voice voices it and your phone assembles the clip. Every clip carries an AI marking: metadata in the file and a visible notice that the voice is generated by artificial intelligence.

The commentators are invented characters and all of them are available to everyone; which ones there are at the moment you can see in the app. None of them is a real person, and their voices are Google's synthetic voices.

Other users see nothing of yours through Dubroll; you publish, outside the app. To make a clip, you sign in with your Google account — section "Your account".

3. Your account

Sign-in with Google only. To make a clip, you sign in with your Google account; browsing the app is free without signing in. By continuing from the sign-in screen you accept the Terms of Use and confirm that you have read this Policy and that you are 18 or older.

What Google keeps for the sign-in. The record of your account in Dubroll is kept by Firebase Authentication — a Google service in our project, for which Google is our processor under the Firebase Data Processing and Security Terms. The record carries the identifier of your Google account, the email, the display name and the picture, the sign-in provider and the times of creation and of last sign-in; on sign-in Google also logs your IP address and device data, which it keeps for a few weeks against abuse. The app shows your email in the menu; it does not go to our servers.

What our server keeps. From the sign-in, only a pseudonym of your Google account reaches us — an irreversible key derived with a secret that stays only with us; not the email, name or picture. Under it the server keeps the daily counters of your clips (30 days from the last record), whether the account has used the cinematic welcome clip (24 months) and your purchases — on the account that made them (section "Subscriptions, purchases and the rights").

Every account is a separate world. The counters, the cinematic welcome clip and the purchases belong to the account, not to the phone: another account on the same phone does not use them, and your account on another phone carries them. The clips, however, stay on the phone on which they were made and are not transferred between devices. The "My clips" library shows the clips of the signed-in

account; signing out hides them without deleting them; on a shared phone the files of all accounts sit in one and the same app.

The request to Gemini does not carry your account. The video, the sound and the text go to Google from a separate technical profile of the app in which nobody is signed in. The reports of AI content and — with consent — the usage statistics and error reports do not carry your account either.

Deleting your account — section "Retention periods and deletion" says how the account is deleted and what remains afterwards.

4. What goes to Google Gemini and why

The commentary is written by a Google Gemini model in Google Cloud.

The video — with the sound. A copy of the recording or of the part picked from the gallery goes to the model, without the metadata of the file; the sound carries the voices of everyone in the frame and behind the camera, the music and the ambient noise. Sometimes separate frames from the video go instead of the video. One and the same video may go to Google more than once for one clip.

The text of the commentary — which describes the scene and the people in it — goes to Google separately from the video as well: to refine it, to translate it and to voice it with a synthetic voice. If Google's voice refuses, the text and the language of the clip go to your phone's own speech synthesiser — a separate provider with terms of its own, which may use the network.

Google's automated safety classifiers review the requests to Gemini — for Google's purpose, not ours. A request that is not flagged is not kept as content; its technical record stays with Google. A flagged request may be recorded for up to 90 days — solely to check for abuse — and reviewed by authorised Google staff. Google may also keep the requests in a short-term cache for up to 24 hours. Google does not use your content to train its models.

The request to Gemini goes from your phone to Google and does not pass through us; we receive no copy of the video, and the text of the commentary is not recorded with us.

5. Our alignment server

The captions are fitted to the voice by the timings of the individual words.

Those timings are found by our alignment server, and the voice, too, is fitted to the length of the clip by them. The server is our own service in the European Union, and Google is our processor for the infrastructure.

What it receives. The synthetic voice, the text of the commentary and the language of the clip. For some languages the server forwards the sound of the synthetic voice to a Google speech recognition service — a processor, in the European Union, without logging the data.

What it keeps. Nothing of the content. Its logs carry no content and no IP address and are kept for 30 days.

6. What is kept on your phone

The settings file (it travels in the Android backup in your Google account): the records of your acceptance of the documents and of your statement about age; the statements on a purchase and the

data about the purchases and contracts; your choice about usage statistics and error reports; the usage counters and the pause after refused clips; your preferences and which account signed in last.

The files (they do not travel in the backup): the clips with the text of the commentary for each and with a mark of the account that made them; the event log; the queue of the reports; the temporary files of the production; the files of Google's libraries for the integrity check and for your sign-in session.

7. Usage statistics and error reports — only with your consent

Usage statistics and error reports may be sent to us only if you have switched them on in "About & Legal" — they are off by default. Their receiver is ours, in Google Cloud in the European Union; Google is our processor.

A statistics event carries a name, the time, the version and the language of the app, the random number of the installation — not your account — and the event's own fields. An error report carries the time, the type of the error and its place in the code, the versions of the app and of Android, the model of the device and the same random number.

8. The app integrity check

Before a request to Google, the app asks Google to confirm that this is a genuine, unmodified copy of Dubroll on a genuine device; the check uses signals about the device and about the app, not content.

For that purpose Google's library keeps on your phone an installation identifier and the token of the check.

9. Identifiers, advertising and tracking

We do not sell personal data and we do not share it for targeted advertising.

The number of the two statements. On a purchase the app creates a unique number for the two statements and passes it to Google Play with the order. It links the order to the statements and is our proof that they were given.

The model of the phone. The app reads the model, the chipset and the memory of the device in order to choose a capture mode; what is read for that stays on the phone.

The random number of the installation. It is created only when you switch on the statistics or the error reports, and it does not travel in the Android backup. You can see it in "About & Legal"; a request by email concerning the statistics needs it. It is not linked to your account.

10. Things you send out

Saving to the gallery. A copy of the clip goes into your phone's gallery.

Sharing. The clip goes to the app you have chosen, together with a short text with hashtags, which may contain words from the commentary; the same text is also copied to the clipboard. The shared file may also carry metadata of the recording, such as the time of recording.

11. The permissions

The app asks for access to the camera and the microphone in order to record video with sound — when the camera is first opened, after continuing from the sign-in screen, by which you accept the Terms of Use and this Policy; the app then also shows you, once, the rules for filming people.

12. Subscriptions, purchases and the rights

Purchases are paid for in Google Play. From Google Play we receive the purchase token, the order number, the product and the plan and the time of the purchase.

The sales reports from Google Play, which go into our accounts, carry the order number, the date and the time of the order, the product and the plan, the device model, the country and — where Google Play provides them — the buyer's region and postcode, the currency and the amounts.

12.1. Our server for the rights

Whether you have PRO and how many purchased clips are left to you is determined by a server of ours, which checks your purchases with Google Play. The app sends it the sign-in token (which account is asking), the tokens of your purchases and the records of the two statements belonging to them, and the server returns the state of your purchases.

From Google Play the server also receives the time of expiry, the automatic renewal, the state of the purchase and the country of your Google Play profile, as well as notifications on renewal, termination and refund. If Google Play refunds an amount or voids a purchase, we learn the fact, the date and the reason code.

What it keeps. For every purchase: the token, the kind, the product and the plan, the order numbers, the country of the Google Play profile, the price and the currency, the times and the state according to Google Play, the remainder of purchased clips, the daily number of cinematic clips on PRO, the number of the two statements and the pseudonym of the account that made it: PRO and the purchased clips apply only to that account, and another account on the same phone does not use them. It also keeps a copy of the record of the two statements: time, version of the text, language, plan or pack, number of clips, price shown, the included quantities, version of the app and the date of the accepted Terms. The copy is our proof and it remains even if you delete the data on your phone.

12.2. The data on withdrawal from a contract

On withdrawal from a contract we process the text of your statement, your name (optional), the date and the time, the order number, the amount to be refunded (the full amount you paid), the channel you have chosen for the confirmation and — if you withdraw by writing to us by email — your email.

13. The reports

In the app every clip can be reported with a reason from a fixed list. The report carries the day, the reason, the commentator and the language of the clip, the AI models, the version of the app, a random identifier of the clip, a fingerprint of the text of the commentary and its length. It does not carry the text of the commentary, the video, an identifier of the installation, or your account.

If it cannot be sent at once, the report waits on your phone.

The receiver. The reports go to a receiver of ours in Google Cloud in the European Union; your IP address is not recorded with us. We cannot link a report to a person, and that is why we cannot delete a report on request (Article 11(2) of the Regulation).

14. Our role and Google's role

Role by service:

- **The model that writes and voices the commentary** — Google is our **processor of personal data**. The exception is the copy of a flagged request for abuse monitoring — it is for a purpose of Google's own.
- **The IP address and the technical record of every request to Google** — Google is a **separate controller** for them.
- **The app integrity check** — Google is our **processor** under the Firebase Data Processing and Security Terms.
- **The sign-in with Google** — for the Google account itself Google is a **separate controller**; for the record of your account in our project (Firebase Authentication) Google is our **processor** under the Firebase Data Processing and Security Terms.
- **Google Play (purchases)** — Google is a **separate controller** for your payment and for your Google Play profile.
- **The backup of the settings** — under your Google account.
- **The phone's own speech synthesiser** (the backup voice) — its provider, under its own terms.
- **Our alignment server** — Google is a **processor**.
- **Our server components** (rights and accounts — the counters, the cinematic welcome clip, the deletion —, reports, statistics, rights requests) — Google is a **processor**.
- **The dubroll.app website** — Google is a **processor**.

Other recipients. Google — the provider of our contact@dubroll.app mailbox; our professional advisers (a lawyer, an accountant).

15. Legal bases by purpose

Purpose	Legal basis
The service itself — sending your video and sound to Google, writing and voicing the commentary, fitting the captions and the voice to the clip, the backup voice, the files and counters on the phone, the backup of the settings, the statement about age before the contract, checking the purchases and access to PRO and to the purchased clips	The contract with you — Article 6(1)(b) of the Regulation.
The sign-in with Google, the record of your account and the account-keyed records with us — the counters, the cinematic welcome clip, the purchases tied to the account	The contract with you — Article 6(1)(b) of the Regulation.
Keeping the counters and the record of the cinematic welcome clip after the deletion of an account	Legitimate interest — point (f): preventing abuse of the free use.

Purpose	Legal basis
The data of the people in the frame — image, voice, behaviour, setting — in the same sending, including children	Legitimate interest — Article 6(1)(f) (ours and yours: that the clip you have asked for is made); we do not seek special categories of data and do not rely on a condition under Article 9(2).
The app integrity check	Legitimate interest — point (f): protection of the service from abuse.
The record of the statements made at purchase and their number, passed to Google Play with the order	Legal obligation — point (c): proving the statements (Article 49(10) of the Consumer Protection Act).
The record of the acceptance of the Terms and of this Policy	Legal obligation — point (c) (Article 147a(4) of the Consumer Protection Act).
Keeping the documents on purchases, statements and withdrawals after the end of the purchase	Legitimate interest — point (f): a defence in a dispute about withdrawal, refund or lack of conformity.
The sales reports in the accounts	Legal obligation — point (c) (Article 12 of the Accountancy Act).
The withdrawal function, the confirmation and the performance of the withdrawal	Legal obligation — point (c) (Articles 52 and 54 of the Consumer Protection Act).
The reports of AI content	Legitimate interest — point (f): safety of the product and of the people in the frame; the Google Play requirement.
Usage statistics and error reports	Consent — point (a).
Requests for access, deletion and objection, including the deletion of the account; the record of the requests themselves	Legal obligation — point (c) (Articles 12 and 15–21 of the Regulation).
Answering a letter you have sent us yourself	Legal obligation — point (c), where you are exercising a right; otherwise legitimate interest — point (f): answering you.
Notifying the supervisory authority and the persons concerned of a personal data breach	Legal obligation — point (c) (Articles 33 and 34 of the Regulation).

What is compulsory and what is not. The video and the sound are necessary for the contract itself: without them there is no commentary and no clip. The statement that you are 18 or older you make by continuing from the sign-in screen. Without signing in with Google a clip cannot be made — browsing the app is free; without the integrity check a new clip cannot be made. Without the purchase token and the order number, which come from Google Play, the purchase cannot be checked and credited, and the statements are a condition only for a purchase with a right of withdrawal; free use does not depend on them. Reporting a clip and writing to us are your choice, and refusing takes nothing of the service away from you.

Optional too are the statistics and the error reports.

16. Transfers of data to third countries

Google LLC (USA) may process your data. The safeguards: the European Commission's adequacy decision of 10 July 2023 (the EU–US Data Privacy Framework), under which Google LLC is certified, and the standard contractual clauses under Article 46(2)(c) of the Regulation in the Cloud Data Processing Addendum — copy: https://cloud.google.com/terms/data-processing-addendum.

For data subject to the UK GDPR, the safeguard is the United Kingdom's regulations of 20 September 2023 on the adequate level of protection in the USA (the UK Extension to the EU–US Data Privacy Framework), in which Google LLC is also certified.

Where your content is processed. Google processes the video, the sound and the text of the commentary in the European Union; the text of the commentary for the voice may also be processed outside it, at Google LLC, under the same safeguards.

The integrity check may also be processed outside the European Economic Area — by Google as our processor, under the same safeguards; the standard contractual clauses for it are in the Firebase Data Processing and Security Terms — copy: https://firebase.google.com/terms/data-processing-terms.

The record of your account (Firebase Authentication) is processed in the United States — Google runs this service only from data centres there, as our processor, under the same safeguards and the same Firebase Data Processing and Security Terms.

17. Retention periods and deletion

17.1. For how long

What	Where	Period
The "My clips" library	your phone	until you delete the clip or the local data, or uninstall the app
The temporary files of the production	your phone (cache)	until the end of the production; leftovers — at a later launch of the app; on a failure the recording stays for a new attempt
The event log	your phone	at 1 MB the current file is archived, the previous archive is deleted
The queue of the reports	your phone	up to 90 days and up to 200 rows
The settings file	your phone and the backup in your Google account	until uninstall; deleting the local data keeps some of the records (below); in the backup — under Android's rules
Your video and sound, the text to the voice	Google (processor)	transient; a short-term cache of up to 24 hours; a request flagged by a classifier — up to 90 days
The token of the integrity check and the installation identifier	Google (processor)	under the Firebase terms; we do not record them
The record of your account for the sign-in	Firebase Authentication (Google, processor)	until you delete the account; Google then removes it within 180 days; the IP addresses at sign-in — a few weeks
The synthetic voice and the text of the commentary for alignment	our alignment server	transit — not kept; application logs — 30 days

What	Where	Period
Documents on purchases (with the pseudonym of the account that bought), statements, withdrawal requests	our server	3 years after the end of the last purchase; the purchase token in clear form — 90 days after the end; the messages from Google Play — 90 days; statements without a purchase — 30 days
Sales reports from Google Play	our accounts	10 years from the first of January of the year following the reporting year (Article 12 of the Accountancy Act)
Reports of AI content	our receiver	12 months
Usage statistics and error reports (with consent)	our receiver	90 days
Rights requests and the record of an account deletion	our server	12 months
The daily counters per account	our server	30 days from the last record
The record that the account has used the cinematic welcome clip	our server	24 months
Letters to support	the mailbox	12 months after the matter is closed
Backups of the server databases	Google (processor)	7 days
Register of security incidents	with us	5 years
The request logs of the dubroll.app website (with an IP address)	Google (processor)	a few months

17.2. The ways to remove data

The clip and the text of its commentary are deleted when you delete the clip in the "My clips" library; the copy in the gallery stays.

"Delete my local data" in "About & Legal" deletes the app's data on the phone and asks for the backup in your Google account to be replaced. What stays is the proof — the acceptance of the Terms and of this Policy, the answer about age, the statements made at purchase and the details of the contract — and the records without which the deletion would give a new free day or a second crediting: the counters, the pause after clips blocked by moderation, the record that the cinematic welcome clip has been used and the purchases already credited. It does not delete the copies in the gallery, the PRO subscription (it is in Google Play) or the files of Google's library for the integrity check. It does not sign you out of the account and does not delete it — that is what "Delete account" is for.

Uninstalling deletes the app's data on the phone, but not the copies in the gallery or the backup of the settings in your Google account — Android brings it back on a reinstall — and it does not delete your account.

17.3. Deleting your account

"Delete account" in "About & Legal" (it requires a recent sign-in with Google) does four things: it deletes the usage statistics and error reports with us, if you had switched them on; it records your request with us — under a pseudonym, for 12 months; it deletes the record of your account in Firebase Authentication; and it deletes the app's data on this phone, including the clips in the "My clips" library — download them before that. The copies in the gallery stay.

What remains after the deletion, and why. The daily counters per account — for up to 30 days from the last record, so that they are not reset by deleting and signing in again; the record that the account has used the cinematic welcome clip — for up to 24 months, for the same reason; your purchases and subscriptions — as financial and legal records (the periods are in the table above) and so that they come back to you on a new sign-in with the same account; the copies of the statements made at purchase — as proof (Article 17(3)(e) of the Regulation). All of this sits under the pseudonym of the account, without email and without name. The basis for the counters and the cinematic welcome clip is a legitimate interest — preventing abuse of the free use; for the purchases — section "Legal bases by purpose".

A new sign-in with the same Google account brings your purchases back; the cinematic welcome clip is not given again; the daily counters continue; the clips from the deleted phone are lost.

The PRO subscription is in Google Play and is not stopped by deleting the account — you stop it in Google Play.

"Sign out" hides the clips from the "My clips" library and deletes nothing — neither on the phone nor with us.

If you have uninstalled the app, you delete the account through https://dubroll.app/delete-account — the page says how — or write to us at contact@dubroll.app from the Google account you signed in with.

By email — at contact@dubroll.app, from the Google account you sign in with, or with the order number from Google Play (it starts with "GPA.") and the date of the purchase. The documents on purchases, statements and withdrawals are not deleted before the end of their period — they are only restricted.

18. Your rights

You have the rights under Articles 15–21 of the Regulation: access, rectification, erasure, restriction, portability and objection.

The limit. We do not hold the content sent to Google and cannot identify you in it — so for it we cannot carry out access, rectification, erasure or portability (Article 11(2) of the Regulation).

By account. The records with us under your account (section "Your account") we can find — write to us at contact@dubroll.app from the Google account you sign in with. That is the route to access them and to deletion without the app.

How and within what period. By a letter to contact@dubroll.app; we answer within one month of receipt, and where the matter is complex — within the extended period under Article 12(3) of the Regulation.

United Kingdom. If you are in the United Kingdom, your processing is also subject to the UK GDPR and the Data Protection Act 2018. You have the same rights under Articles 15–18, 20 and 21 of the UK GDPR and the right to make a complaint to the Information Commissioner's Office (ICO) under section 165 of the Data Protection Act 2018.

A complaint to us. You may also complain directly to us — at contact@dubroll.app; for the United Kingdom this is the route under section 164A of the Data Protection Act 2018. We acknowledge receipt

within 30 days and respond on the substance without undue delay, within the period in this section, telling you what we did.

19. Objection and withdrawal of consent

Objection. You can object at any time, on grounds relating to your particular situation, to the processing that rests on a legitimate interest (section "Legal bases by purpose"). Write to contact@dubroll.app with the subject "Objection".

You can also object to the keeping of the documents on purchases after their end — and to the keeping of the counters and of the record of the cinematic welcome clip after the deletion of an account.

Withdrawal of consent. The only consent we ask of you is for the statistics and the error reports.

You withdraw it at any time in "About & Legal" by switching it off; the withdrawal takes effect for the future and does not affect the lawfulness of the processing before it.

20. People in the frame

What we do not do. We do not identify anyone — there is no facial recognition and there are no voiceprints.

The information we owe the person in the frame (Article 14 of the Regulation). Controller — Torvyx Labs Ltd., contact@dubroll.app; source of the data — the user who filmed them or picked the video from the gallery of their own phone (where such a video comes from and whether it was publicly available, we do not know); categories — image, voice, behaviour, setting, and the generated commentary that describes them; purpose — writing and voicing a comedy commentary on the video at the user's request; basis — legitimate interest (Article 6(1)(f)): making the clip the user asked for; recipients — Google as our processor and, if Google's voice refuses, the phone's own synthesiser on the user's phone — for the text of the commentary; transfers to third countries — section "Transfers of data to third countries"; period — transient, section "Retention periods and deletion"; rights — objection, access and erasure, section "Your rights", and a complaint, section "Contact and complaints". We cannot provide this information to the person in the frame personally: we do not know who they are (Article 14(5)(b)).

A ready text you can show the person you are filming: "I am filming you with an app that sends the video and the sound to Google Gemini so that it can write and voice a comedy commentary. The clip stays on my phone until I publish it. What your rights are is written in the "People in the frame" section of dubroll.app/legal/privacy/en/."

The rights of the person in the frame and how to exercise them. Write to contact@dubroll.app — you need not be a user of ours. The objection under Article 21 is live even without our identifying you — the subject "Objection" is enough.

21. Age — Dubroll is 18+

Dubroll is for persons aged 18 and over (the Terms of Use, section "Who may use Dubroll"). We do not knowingly process the data of a user under the age of 18.

22. Security and personal data breaches

On the phone, the app's files are protected by Android's isolated storage and by the encryption of your device.

Data travels to our servers over an encrypted connection and, once there, has no public or client access. Requests by account carry a sign-in token issued by Firebase, which the server verifies on every request; deleting the account requires a recent sign-in.

If there is a security breach of which we must notify you, we write to you at the email of the Google account you signed in with.

If you have no account with us or we cannot reach you, we publish a notice at https://dubroll.app/security (Article 34(3)(c) of the Regulation).

23. Changes and languages

A change to this Policy follows its own procedure, independent of the Terms of Use. For a substantial change we alter the "Effective from" date, publish the new version and notify you in the app before it takes effect. This Policy is a notice under Article 13 of the Regulation — we do not ask you to "accept" it as a contract; where we process personal data on the basis of your consent (for example usage statistics), that consent is separate, specific and withdrawable at any time.

Which language version prevails is set out in the Language clause of the Terms of Use — and it applies to this document too.

24. Contact and complaints

Write to us at **contact@dubroll.app**.

The telephone. Calls are not recorded; what you tell us on the telephone we use only in order to answer you.

Supervisory authority. The supervisory authority in Bulgaria is the Commission for Personal Data Protection (CPDP). You have the right to lodge a complaint with it or with the supervisory authority in the Member State in which you live or work (Article 77 of the Regulation).