

Cue Ball Network Privacy Policy

Version: 1.1.0

 *Informal translation. The Polish version is legally binding.*

§ 1. Data Controller

1. The controller of personal data is **CUE BALL NETWORK SP. Z O.O.**, with its registered office in Warsaw, ul. Żurawia 6/12 lok. 745, 00-503 Warszawa, KRS 0001128460, NIP 7011223753, REGON 529700699 (hereinafter: the **Controller**).
2. On all matters concerning the protection of personal data, the Controller may be contacted at: contact@cueball.network.
3. The Controller has not appointed a data protection officer; the above e-mail address serves as the point of contact for data protection matters.
4. This Policy fulfils the information obligation arising under Articles 13 and 14 of Regulation (EU) 2016/679 (**GDPR**).

§ 2. Scope and Sources of Data

1. The Controller processes data that: a) it obtains from the login provider (Google or Facebook) during the authentication process: **e-mail address, first name, surname, avatar**, and the account identifier at the provider; b) the User provides on their own in their **profile** (e.g. information about equipment, such as the cue used) and when creating **Content** (exercises/drills); c) is generated through the use of the Service: **results of training sessions and sparring matches, skill ranking (ELO), statistics**, coach–trainee relationships; d) relates to **payments** for the Premium Plan (billing data, invoicing data) — processed by the payment operator and as part of accounting services; e) is collected automatically: **technical data** (IP address, device and browser type, logs, identifiers from cookies).

§ 3. Purposes and Legal Bases of Processing

Purpose	Legal basis
Creation and maintenance of an Account, provision of Services (exercise database, editor, sessions, clubs, sparring matches, coach function)	Art. 6(1)(b) GDPR – performance of a contract
Handling payments for the Premium Plan	Art. 6(1)(b) GDPR – performance of a contract
Issuing and storing invoices, tax and accounting obligations	Art. 6(1)(c) GDPR – legal obligation

Handling complaints and reports (including content reports – DSA)	Art. 6(1)(c) and (f) GDPR
Ensuring security, monitoring of errors and abuse	Art. 6(1)(f) GDPR – legitimate interest
Analytics and statistics on the use of the Service using cookies (Google Analytics) and diagnostic session recording (Sentry Session Replay, with masking)	Art. 6(1)(a) GDPR – consent
Statistical analytics without cookies (Vercel Web Analytics, aggregated data)	Art. 6(1)(f) GDPR – legitimate interest
Sending the newsletter / marketing information	Art. 6(1)(a) GDPR – consent
Establishment, pursuit, or defence of claims	Art. 6(1)(f) GDPR – legitimate interest

§ 4. Data Recipients (Processors)

Data may be entrusted to trusted providers acting on behalf of the Controller, in particular:

Provider	Scope / purpose
Vercel Inc.	application hosting, file storage (Vercel Blob), and statistics without cookies (Vercel Web Analytics)
VPS provider (data center in Poland)	hosting of the PostgreSQL database
Stripe	payment processing
wFirma.pl	accounting services and issuing invoices
Resend	sending e-mail messages (transactional and, upon consent, marketing)
Google (Google Analytics, Google Tag Manager)	analytics and statistics (with consent)
Sentry	error and performance monitoring and session recording (Session Replay, with consent)
Google / Meta (Facebook)	login services (OAuth)

Data may also be disclosed to entities authorized under the provisions of law.

§ 5. Sharing Data with Other Users

1. **Coach function:** if a User (Trainee) accepts a Coach's invitation, their session and sparring results as well as statistics become visible to that Coach. The basis is the performance of a contract and an action initiated by the User; access may be revoked at any time with effect for the future.

2. **Sparring matches:** once an invitation to a sparring match is accepted, its results are visible to the participants of the sparring match.
3. **Publication of exercises:** exercises submitted for publication and accepted by the Controller may be visible to other Users; the author's data is presented to the extent necessary to use the function.

§ 6. Automated Processing and Profiling

Within training sessions, the Service selects exercises in an automated manner based, among other things, on the ELO ranking and results history. This processing serves to tailor the training and **does not produce legal effects concerning the User, nor does it similarly significantly affect them** within the meaning of Art. 22 GDPR.

§ 7. Transfer of Data Outside the EEA

1. Some providers (including Stripe, Google, Sentry, as well as Vercel, which uses AWS infrastructure) may process data outside the European Economic Area, in particular in the USA.
2. The transfer takes place on the basis of appropriate safeguards referred to in Chapter V of the GDPR, in particular **standard contractual clauses (SCC)** or the provider's participation in the **EU–U.S. Data Privacy Framework**.
3. Information on the safeguards applied may be obtained by contacting the Controller.

§ 8. Data Retention Period

Category of data	Period
Account and profile data	until deletion of the Account, and thereafter up to 30 days in backups
Session results, ELO, sparring matches	for the duration of holding the Account
Billing data and invoices	5 years counted from the end of the tax year (legal obligation)
Technical logs, error monitoring data	up to 12 months
Data processed on the basis of consent (e.g. marketing)	until consent is withdrawn
Data necessary for the defence of claims	until the expiry of the limitation periods

§ 9. Rights of Data Subjects

1. The User has the right to: access their data, rectification, erasure, restriction of processing, data portability, objection to processing based on legitimate interest, as well as withdrawal of consent at

any time (without affecting the lawfulness of processing carried out before withdrawal).

2. To exercise these rights, please contact the Controller at contact@cueball.network.

3. The User has the right to lodge a complaint with the supervisory authority — **the President of the Personal Data Protection Office (PUODO)** (ul. Stawki 2, 00-193 Warszawa).

§ 10. Voluntariness of Providing Data

Providing data is voluntary, but necessary to create an Account and use Services that require an Account. Failure to provide data makes it impossible to provide such Services. Providing data for marketing purposes is entirely voluntary.

§ 11. Cookies

The Service uses cookies and similar technologies. The detailed rules, including the categories of cookies and the method of managing consent, are set out in the **Cookie Policy** available in the Service.

§ 12. Newsletter and Marketing Communication

Where separate, voluntary consent has been given, the Controller may send a newsletter and marketing information by electronic means. Consent may be withdrawn at any time, including by using the link in the message or by contacting the Controller.

§ 13. Data of Minors

The Services are intended for persons who have reached the age of **16**. The Controller does not knowingly collect data of persons under that age. Should such a case be identified, the data will be deleted.

§ 14. Changes to the Privacy Policy

The Controller may update the Privacy Policy. Users holding an Account will be informed of material changes by electronic means or via a notice in the Service. The current version, together with its effective date, is published in the Service.