Cue Ball Network Privacy Policy

Version: 5.5.0

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

> *This is an informational English translation. The binding version is the Polish one.*

§ 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 Warsaw, KRS 0001128460, NIP 7011223753, REGON 529700699 (the **Controller**).
2. On all matters concerning personal data protection, the Controller may be contacted at: **contact@cueball.network**.
3. The Controller has not appointed a data protection officer; the above email address serves as the point of contact for data protection matters.
4. This Policy fulfils the information obligation arising from 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 sign-in provider (Google or Facebook) in the authentication process: **email address, the user name presented by the provider, avatar** and the account identifier at the provider; b) the User provides themselves in their **profile** — including their **first name and surname**, provided when using features that require identification (including Reservations, the coach feature, Tournaments), their **declared skill level**, equipment information (e.g. the cue used), **public profile visibility settings** and **notification settings** (categories and channels) — and by creating **Content** (exercises/drills, ratings and reviews of Places, Tournament names and descriptions); c) arise from using the Service: **results and progress markings of training sessions and sparring, skill ranking (ELO/Rating) together with the corresponding level range, statistics, rankings**, the results of the **automatic level evaluation** together with the User's answers about exercises (perceived difficulty, rating of the exercise, reason for skipping an exercise), the history of level changes, the history of exercises performed, data on exercise selection (target level, reason for the selection, level and Rating at the time of the proposal, number of available exercises), the **history of browsing the exercise database** (visits to the exercise list and exercises opened, when logged in), the history of participation in Tournaments together with places taken, points and match statistics, information on roles held (including Coach — together with the number of Trainees and the date on which the function began — and tournament organizer at a given Club together with the number of Tournaments organized), coach–trainee relationships, membership in Organizations, friendship relationships (Community) together with the history of

invitations, links to Places; d) relate to **Organizations and billing profiles** (invoice data of the User or the Organization) and **Reservations** (date, duration, Place, status and course of the Reservation, including recorded non-attendance, and data necessary for execution), as well as a **reliability indicator for the use of Reservations** calculated on the basis of that history; e) relate to **Tournaments**: the Tournament visibility setting (public or private) and invitations addressed to friends, sign-ups and participation status (confirmation of participation, non-attendance, temporary suspension from play), entries made by the tournament organizer, the requirements as to Participants' level set by the tournament organizer, the Entry fee payment status recorded by the tournament organizer, table allocation, schedule, match results and the **final standings and points** assigned to Participants; f) relate to **payments** for the Premium Plan (billing data, invoice data) — processed by the payment operator and as part of accounting services; g) are collected automatically: **technical data** (IP address, device and browser type, logs, identifiers from cookies).

2. Data is provided directly by the User or — with regard to community features — as a result of sharing initiated and accepted by the User (§ 5).
3. **Data of persons without an Account (Tournament participants).** The Controller also processes the data of persons who do not hold an Account and have been entered into a Tournament by the tournament organizer: **first name and surname**, **country** and information about their **skill level** (the tournament organizer cannot omit that data when entering a person), and, where the tournament organizer has indicated it, also the **locality**, together with the results, standings and points achieved in Tournaments. **The source of that data is the tournament organizer — Article 14 GDPR** applies, and this Policy fulfils the information obligation towards those persons. The Controller does not hold contact details for those persons, and therefore providing the information to them directly would involve a disproportionate effort (Article 14(5)(b) GDPR); the information is made publicly available in the Service, and the tournament organizer declares that they have fulfilled the information obligation (Terms § 8(10)).
4. **The set of participant profiles of persons without an Account.** The data referred to in paragraph 3 is stored as a **participant profile** and processed not only within a single Tournament, but as a **set shared by all tournament organizers in the Service** — a profile may be searched for and reused in subsequent Tournaments, including by another tournament organizer, in order to avoid duplicate entries concerning the same person and to ensure that results are correctly attributed. Because the purpose and means of maintaining that set are determined by the Controller, **the Controller is the controller of that data**; the tournament organizer remains a separate controller with regard to their own purposes (§ 5(7)). **A participant profile of a person without an Account is not a public profile** (§ 5(9)) and is not made available at a separate address — such a person's data is presented to the extent applicable to the Tournament into which they were entered (§ 5(5) and (6)). The tournament organizer may also enter a participant **for the purposes of a single Tournament only** — such data does not create a profile in the shared set, is not searchable by other tournament organizers and is not used in subsequent Tournaments; it remains solely a record of the course of that one Tournament. The basis for processing is legitimate interest (Article 6(1)(f) GDPR) — the **right to object** applies (Article 21 GDPR), as do the other rights set out in § 10.
5. **Merging and linking profiles.** The Controller may **merge participant profiles of persons without an Account that concern the same person** — including profiles created by different

tournament organizers — and **link such a profile with a User's Account**, where they concern the same person. The effect is the attribution to a single profile or to the Account of the results and Tournament participation recorded to date for the merged profiles, and their inclusion in statistics and — where linked with an Account — in the Rating (§ 6(3)). These operations are performed exclusively by an authorized employee of the Controller and are **logged** for accountability purposes. The purpose is to ensure the **accuracy of data** (Article 5(1)(d) GDPR) and the integrity of the record of competition; the basis is legitimate interest (Article 6(1)(f) GDPR). The data subject may request that such an operation be performed or reversed and that data be rectified (§ 10), and may object (Article 21 GDPR).

6. **Signing in with a one-time link.** A User who already has an Account may sign in — alongside the Google or Facebook sign-in service — using a one-time link sent to the email address assigned to the Account; this path **does not create an Account**. The email address entered in the form is processed solely to find the Account and send the link; if no Account exists for that address, the address is neither stored nor sent any message, and the Service's response does not reveal whether such an Account exists. The link is valid for a limited time and can be used once, and only its hash is stored in the database. For the purposes of limiting the number of sign-ins by this path and protecting against abuse, the Controller stores **event counters** (the type of event — link sent or sign-in — the Account identifier and the time), without the IP address and without the content of messages; limits as presented in the Service. The protection against bots works without external tools (captcha) and without additional cookies.

§ 3. Purposes and legal bases of processing

Purpose	Legal basis
Creating and maintaining an Account, providing the Services (exercise database, editor, sessions, Places database, sparring, coach feature, Organizations, Community)	Article 6(1)(b) GDPR – performance of a contract
Making the User's profile available as a public profile — at a permanent address, without logging in, with the possibility of indexing by search engines, to the extent resulting from the visibility settings (§ 5(9))	Article 6(1)(f) GDPR – legitimate interest in enabling the recognizability of players and the verifiability of their achievements in the sporting community, and in developing the Service's community; the **right to object** applies (Article 21 GDPR)
Maintaining the User search in the Service and making it available to Users holding a role entitling them to search the database (including entering Participants into a Tournament)	Article 6(1)(b) and (f) GDPR – performance of a contract and legitimate interest in enabling relationships to be established and competitions to be organized

Handling invitations to become friends and **limiting the number of invitations repeated** after they have been declined	Article 6(1)(b) and (f) GDPR – performance of a contract and legitimate interest in preventing abuse and unwanted invitations
Handling Reservations and sharing them with the Place	Article 6(1)(b) GDPR – performance of a contract
Handling Tournaments: sign-ups, confirming participation, running and closing the competition and sharing data with the tournament organizer and the other Participants	Article 6(1)(b) GDPR – performance of a contract
Sharing data of a private Tournament with the limited group of recipients indicated by the tournament organizer (the organizer's friends or the friends invited by them) and delivering invitations to such a Tournament	Article 6(1)(b) and (f) GDPR – performance of a contract and legitimate interest in enabling a competition to be organized within a chosen group
Making data of public Tournaments public (list of Participants, schedule, brackets, results and standings) in the Service, including to persons without an Account	Article 6(1)(f) GDPR – legitimate interest in the open and verifiable documentation of the course of a sporting competition, characteristic of sporting competition
Tournament presentation view (tournament screen) — presenting the current course of the competition at an address made available by the tournament organizer, accessible without logging in	Article 6(1)(f) GDPR – legitimate interest in informing participants and the audience about the course of the competition at the Place
Maintaining the skill ranking (ELO/Rating), seeding Participants, balancing the odds (handicap) and verifying the level requirements set by the tournament organizer	Article 6(1)(b) GDPR – performance of a contract; as regards presenting the Rating to other participants also Article 6(1)(f) GDPR
Processing data of Participants without an Account entered into a Tournament by the tournament organizer, and maintaining a **set of profiles of such participants shared by all tournament organizers** (§ 2(4))	Article 6(1)(f) GDPR – legitimate interest in running and documenting the Tournament, in the efficient organization of subsequent competitions and in correctly attributing results to the right person
Merging participant profiles of persons without an Account and linking them with a User's Account (§ 2(5)), together with logging such operations	Article 6(1)(f) GDPR – legitimate interest in ensuring the accuracy of data (Article 5(1)(d) GDPR) and the integrity of the record of competition, and in the accountability of the Controller's actions

Determining the **final standings of a Tournament and Participants' points** in an automated manner, based on the phase configuration and match results	Article 6(1)(b) GDPR – performance of a contract; as regards presenting the standings to other participants of the competition and publicly, also Article 6(1)(f) GDPR
Handling **reports of irregularities concerning Tournaments** (including a person being entered into a Tournament without their knowledge or consent)	Article 6(1)(c) and (f) GDPR
Signing in with a one-time link sent to the Account email address and protecting this path against abuse (limits, event counters) (§ 2(6))	Article 6(1)(b) GDPR – performance of a contract (access to the Account); Article 6(1)(f) GDPR – legitimate interest in ensuring the security of Accounts and protection against abuse
Handling payments for the Premium Plan	Article 6(1)(b) GDPR – performance of a contract
Issuing and storing invoices, tax and accounting obligations	Article 6(1)(c) GDPR – legal obligation
Sending notifications concerning the Service through various channels (in-app notifications, web push, email) — e.g. about invitations, Reservations, Tournaments and the start of a match — and handling notification settings	Article 6(1)(b) and (f) GDPR
Handling a request to delete the Account — the waiting period, messages confirming the request, reminding of it and informing of its withdrawal, deletion and anonymization of data (§ 9(1)–(4))	Article 6(1)(b) and (c) GDPR in conjunction with Article 17 GDPR – performance of a contract and exercise of the right to erasure
Maintaining the **register of Account deletions**	Article 6(1)(c) GDPR in conjunction with Article 5(2) GDPR – demonstrating accountability, and Article 6(1)(f) GDPR – legitimate interest in establishing, pursuing or defending claims
Handling complaints and reports (including content reports – DSA)	Article 6(1)(c) and (f) GDPR
Ensuring security, monitoring errors and abuse (including analysis of technical data, e.g. IP address and device identifiers)	Article 6(1)(f) GDPR – legitimate interest
Limiting access to the Reservation feature based on the reliability of its use (profiling; non-attendance recorded in Tournaments is also taken into account), preventing abuse and ensuring the availability of tables to other Users	Article 6(1)(f) GDPR – legitimate interest
Statistical analysis of data on the use of the training features (including exercise results, level evaluations and reasons for skipping exercises), carried out by	Article 6(1)(f) GDPR – legitimate interest consisting in developing and improving the quality of the

authorised persons of the Controller on aggregated data or data linked only to a profile identifier, in order to improve exercise selection and the skill ranking	Services; the **right to object** applies (Article 21 GDPR)
Checking how exercise selection works and handling reports about training — review, by authorised persons of the Controller, of the course of individual Users' training sessions (first name and surname or username, session dates, selected exercises and the reasons for selecting them, level and Rating, the history of level changes, results and answers about exercises), also without a report from the User	Article 6(1)(f) GDPR – legitimate interest consisting in ensuring the correct operation and improving the quality of the Services and in providing support to Users when problems occur; the **right to object** applies (Article 21 GDPR)
Analysis of the use of the exercise database — recording, when logged in, visits to the exercise list and exercises opened on that list, also through a link (Account identifier, exercise, discipline, time), in order to check how the use of the exercise database relates to the use of training sessions, to improve these features and to check how the exercise database was used in a specific case, including when providing support to Users. Recording does not depend on the choice made in the cookie banner and does not use separate cookies. Authorised persons of the Controller see the results as aggregate statistics and as a list of exercises opened by individual Users (first name and surname or username, exercise, time)	Article 6(1)(f) GDPR – legitimate interest consisting in ensuring the correct operation and improving the quality of the Services and in providing support to Users when problems occur; the **right to object** applies (Article 21 GDPR)
Analytics and statistics of Service use with cookies (Google Analytics) and diagnostic session recording (Sentry Session Replay, with masking)	Article 6(1)(a) GDPR – consent
Statistical analytics without cookies (Vercel Analytics, aggregated data)	Article 6(1)(f) GDPR – legitimate interest
Running the blog and measuring the number of content views (a counter tallying views without identifying individuals)	Article 6(1)(f) GDPR – legitimate interest
Sending the newsletter / marketing information	Article 6(1)(a) GDPR – consent
Establishing, pursuing or defending claims	Article 6(1)(f) GDPR – legitimate interest

§ 4. Recipients of data (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 cookieless statistics (Vercel Analytics)
VPS provider (data center in Poland)	hosting of the PostgreSQL database
Stripe	payment handling
wFirma.pl	accounting and invoicing

Resend	sending emails (transactional, including the sign-in link, and notifications concerning the Service and, after consent is given, 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)	sign-in (OAuth) services
providers of system push notification services (e.g. Google, Apple, Mozilla)	delivering web push notifications to the device (browser/system mechanism)

Data may also be disclosed to entities authorized under the law. A separate category is **other Users, Places and tournament organizers**, to whom data is shared as part of community features (§ 5) — in this respect they are not processors but recipients acting in their own capacity. This also applies to **Users holding a role entitling them to search for Users in the Service database** (§ 5(9)) and to **all tournament organizers** with regard to the set of participant profiles of persons without an Account (§ 2(4)). In the case of the **public profile** (§ 5(9)), **public Tournaments**, and of the **Tournament presentation view** made available by the tournament organizer, the recipient is additionally an **unlimited group of persons**, because such data is accessible without logging in (§ 5(5), (6) and (9)) and, in the case of the public profile and public Tournaments, may also be **indexed by internet search engines**.

§ 5. Sharing data with other Users and Places

1. **Coach feature:** if a User (Trainee) accepts a Coach's invitation, the results of all their sessions and sparring and their statistics and rankings become visible to that Coach — including information about whom they played sparring with and the general data of those persons within the scope presented in the Service. The basis is performance of the contract and an action initiated by the User; access can be withdrawn at any time with effect for the future.
2. **Sparring:** after a sparring invitation is accepted, its results and progress markings are visible to the sparring participants.
3. **Organizations and the Community (friends):** after joining an Organization or after the mutual acceptance of a friend invitation (e.g. scanning a QR code), a User's data — to the extent necessary for the given feature (including profile data, results, statistics, rankings) — becomes visible to the other participants of the Organization or to friends. Within the Community this includes the mutual visibility of friends' statistics and rankings (including in the friends' ranking).
4. **Reservations:** Reservation data (including date, duration, status and course, including recorded non-attendance, and data necessary for its execution) is shared with the Place to which the Reservation relates, for the purpose of handling it.
5. **Tournaments — scope of data sharing.** Signing up for a Tournament (or being entered into it by the tournament organizer — including a User found in the Service database) means that the Participant's data presented in the Service — first name and surname or user name (paragraph 8),

the Rating and the corresponding level range, participation and Entry fee payment status, table allocation, match results and the final standings and points — is shared with the tournament organizer and the other Participants. Until the Tournament is launched by the tournament organizer (a draft Tournament), its data is not presented to other Users. The further scope of sharing depends on the Tournament visibility chosen by the tournament organizer: a) a **public Tournament** — the Tournament data, together with the list of Participants, the schedule, brackets and results, is **publicly available in the Service, including to persons without an Account, and may be indexed by internet search engines**; b) a **private Tournament** — the Tournament data is not presented in the public Tournament search; it is available to the tournament organizer, the Participants and — depending on the visibility setting — the tournament organizer's friends or only the friends invited by them (invited persons receive a notification about this if they have enabled notifications). The Entry fee payment status is information entered by the tournament organizer; the Controller does not intermediate in those payments. Making data public is based on legitimate interest (Article 6(1)(f) GDPR), and therefore the **right to object** applies (Article 21 GDPR) — upholding an objection may mean that participation in public Tournaments is not possible.

6. **Tournament presentation view (tournament screen).** The tournament organizer may make available an address (link) presenting the current course of the Tournament — including the allocation of tables, the matches being played together with Participants' data presented in the Service, and their statuses — intended for display on a screen at the Place. **This view is available without logging in to anyone holding the address**, including in the case of a private Tournament. The tournament organizer decides whether to make the address available and to whom it is passed on; the Controller does not control the further distribution of the address. The processing is based on legitimate interest (Article 6(1)(f) GDPR) — the **right to object** applies (Article 21 GDPR).
7. **The tournament organizer as a separate controller.** To the extent that a tournament organizer uses Participants' data for their own purposes (including organizing and running the competition, contacting Participants, settling the Entry fee outside the Service), they are a **separate controller** of that data and are independently responsible for the compliance of its processing with the law — including the legal basis for providing the data and the information obligation towards persons without an Account whom they entered into a Tournament (§ 2(3)). This does not change the Controller's role as controller with regard to the operation of the Service, including the **set of participant profiles of persons without an Account and the merging and linking of those profiles** (§ 2(4) and (5)).
8. **Presentation of first name and surname.** If the User has provided a first name and surname, they are presented **instead of the user name** wherever the User's data is visible to others — including in lists of friends and Members, in Reservations, in the User search, in the **public profile** (paragraph 9), in lists of Participants and Tournament results (including public ones) and in the Tournament presentation view (paragraph 6). The first name and surname cannot be changed by the User within the Service; rectification of incorrect data takes place upon a request submitted to the Controller (Article 16 GDPR, § 10).
9. **The User's public profile.** The Service makes the User's profile available at a **permanent, individual address (link)**, including in particular: the user name or first name and surname (paragraph 8), the avatar, information provided in the profile (e.g. the equipment used), the declared

skill level and the Rating together with its corresponding level range — including for individual disciplines, recently performed exercises, the history of participation in Tournaments together with places taken, points and match statistics, as well as information on roles held (including Coach — together with the number of trainees and the date on which the function began — and tournament organizer at a given Club, together with the number of Tournaments organized). **The profile is public by default — accessible without logging in to anyone who has the address, it may be indexed by internet search engines, and it may be presented in the User search in the Service.** The Controller may additionally grant selected Users a **role entitling them to search for Users in the Service database** for the purposes of specific features, in particular entering Participants into a Tournament; that role does not include access to data other than that presented in the Service. The User may specify in the Account settings which elements of the profile remain public and which are visible only to their friends; a change of settings takes effect for the future. The User is informed in the Service of the default public nature of the profile and of the ability to limit its visibility — no later than at the time of providing their first name and surname (paragraph 8). The basis for processing is **legitimate interest** (Article 6(1)(f) GDPR) in enabling the recognizability of players and the verifiability of their sporting achievements, and in developing the Service's community, and therefore the **right to object** applies (Article 21 GDPR). The first and simplest means of exercising that objection is **limiting the visibility of the profile in the Account settings**; an objection may also be raised with the Controller (§ 10). Limiting visibility or deleting the Account **does not result in the removal of data already made public outside the Service**, in particular data recorded by internet search engines or third parties — the Controller ceases making the profile available in the Service and takes the measures available to it to exclude the profile from indexing. This does not affect the rules concerning the record of the course of Tournaments (paragraph 5) or published content (paragraph 10).

10. **Publishing 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 feature, taking into account the attribution rules (Terms § 13).
11. Sharing data under the features referred to in this paragraph takes place on the basis of performance of the contract and the **User's voluntary action** (initiating a feature or accepting an invitation), and with regard to the public profile and the public nature of public Tournaments and the presentation view — on the basis of legitimate interest (paragraphs 5, 6 and 9). Participation may be ended, and visibility limited, with effect for the future.

§ 6. Automated processing and profiling

1. Within training sessions, the Service selects exercises in an automated manner based on, among other things, the ELO ranking, the history of results (including the results of tournament matches) and the markings of the course of exercises and sparring. Exercises are selected to suit the User's target level in a given skill, taking into account their recent results as well as skipped exercises and the reasons given for skipping them; some exercises may be deliberately harder. Authorised persons of the Controller may check how the selection went in a specific case. The skill level changes

automatically with the results. At the User's request, the Service may determine their level in an **automatic level evaluation** (a series of exercises at the table); its result is applied only once the User accepts it, and the User may instead repeat the evaluation or choose their level themselves. This processing serves to tailor the training and **does not produce legal effects concerning the User or similarly significantly affect them** within the meaning of Article 22 GDPR.

2. Within the Reservation feature, the Administrator may assess, in an automated manner, the reliability of its use (based, among other things, on Reservation history and non-attendance recorded for Reservations and in Tournaments) and, on that basis, limit the scope of use of this feature (e.g. the number of simultaneously active Reservations), in order to prevent abuse and ensure the availability of tables to other Users. This processing does not produce legal effects concerning the User or similarly significantly affect them within the meaning of Article 22 GDPR. Because it is carried out on the basis of legitimate interest (Article 6(1)(f) GDPR), the User has the **right to object** (Article 21 GDPR).
3. **Skill ranking (Rating) in Tournaments.** The Controller maintains a skill ranking of the User (the Rating), whose initial value may result from the level declared by the User or from the result of the automatic level evaluation accepted by them (para. 1) and which subsequently changes on the basis of matches played (changes resulting from a Tournament are taken into account after it has been closed). **The Rating takes into account the results of matches played in Tournaments organized at Clubs (official Tournaments)**; the results of other Tournaments do not affect the Rating. The Rating and the corresponding level range may be presented to other participants of Service features, in the **public profile** (§ 5(9)) and, in public Tournaments, publicly (§ 5(5)). The Rating is used in an automated manner to seed Participants in the first stage of a Tournament, to balance the odds in a match (handicap) and — where the tournament organizer configures the Tournament accordingly — to verify whether a Participant falls within the level range required to sign up. Additional criteria may be taken into account when seeding, in particular **regional or club affiliation; information about the region comes solely from data provided by the User or from their link to a Place — the Controller does not determine it on the basis of IP geolocation.** This processing concerns the course of amateur sporting competition and **does not produce legal effects concerning the User or similarly significantly affect them** within the meaning of Article 22 GDPR. To the extent that it is carried out on the basis of legitimate interest, the **right to object** applies (Article 21 GDPR).
4. **Final standings and Tournament points.** After a Tournament has been closed, the Service determines the final standings in an automated manner (separately for individual competition paths) and may assign Participants points, the value of which depends on the place taken and the number of Participants. This processing reflects the results of matches played, concerns the course of sporting competition and **does not produce legal effects concerning the Participant or similarly significantly affect them** within the meaning of Article 22 GDPR.

§ 7. Device permissions and notifications

1. **Camera access.** To scan QR codes (including for invitations and joining structures), the Service may request access to the device camera. The camera image is processed **locally in the browser** solely to read the code and is **not stored or transmitted** to the Controller. Consent is granted in the browser or system and can be withdrawn in the device settings.
2. **Notifications.** The Controller may deliver notifications concerning the Service (e.g. about invitations, Reservations, Tournaments, an upcoming Tournament, the start of a Participant's match, an invitation to a private Tournament, the course of sparring or Account status) through various channels: **within the Service (in-app notifications, including their read status)**, **web push** and **email**; the Controller may make further channels available and will provide information about this in the Service. Sending web push notifications requires consent granted in the browser or system, and they are delivered via the system push services of the browser/system provider; that consent can be withdrawn at any time in the device settings. The User may manage notifications in the Account settings — separately for individual categories and channels, to the extent made available in the Service; those settings are stored as part of the Account data. Irrespective of them, the Controller may send communications necessary to perform the contract or required by law (including those concerning Account deletion). Marketing notifications require separate consent (§ 13).

§ 8. Transfer of data outside the EEA

1. Some providers (including Stripe, Google, Sentry, and Vercel, which uses AWS infrastructure) may process data outside the European Economic Area, in particular in the USA.
2. Transfers take 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 can be obtained by contacting the Controller.

§ 9. Data retention periods

Data category	Period
Account and profile data, public profile visibility settings	until the Account is deleted — which follows the expiry of the waiting period from the submission of the request, during which data is processed on the existing terms (paragraph 1) — then up to 30 days in backups
Making the public profile available (§ 5(9))	until visibility is limited in the Account settings, an objection is upheld or the Account is deleted (after the expiry of the waiting period — paragraph 1); data previously recorded outside the Service (e.g. in search engines) remains beyond the Controller's control

History of invitations to become friends (including declined ones — for the purposes of the repetition limit)	for the period necessary to apply the limit, no longer than for the duration of the Account
Event counters for signing in with a one-time link (§ 2(6))	for the time needed to apply the limits, no longer than until the Account is deleted
Session results and markings, skill ranking (ELO/Rating), sparring, notification settings	for the duration of holding the Account; after the Account is deleted, sessions, results, Rating and sparring linked only to the identifier of an Account stripped of identifying data
History of browsing the exercise database	for as long as necessary for the analysis referred to in § 3; after the Account is deleted, linked only to the identifier of an Account stripped of identifying data
Data of Organizations, friendships, memberships and links to Places	for the duration of the structure, relationship or participation (invoice data – as per the invoices row)
Reservations	for the time necessary for execution and settlement between the User and the Place, then as aggregated statistics
Reservation history and reliability indicator (for abuse prevention purposes)	for the time the Account is held
Tournament data (sign-ups, participation statuses, schedule, brackets, results, final standings and points)	for as long as the Tournament is presented in the Service, as a record of the course of play (after a Tournament is closed the results are no longer editable); **after the Account is deleted, the data identifying the Participant in published results is anonymized**
Data of Participants without an Account (first name and surname, country, locality, indicated level, results)	as above — to the extent necessary to document the course of the Tournament; as regards the **participant profile in the set shared by tournament organizers** (§ 2(4)) — until that data is deleted or an objection is upheld (Article 21 GDPR); deletion of the profile takes effect with respect to all tournament organizers
Log of profile merges and links (§ 2(5))	for the period necessary to demonstrate accountability (Article 5(2) GDPR), no longer than until the expiry of limitation periods for claims
Register of Account deletions (Account identifier, identifiers of the Controller's staff who scheduled or withdrew the deletion, dates and status of the request and of its execution, technical data on the course of deletion, the course of message sending, flags concerning subscription cancellation, addresses of files pending deletion) — without first name, surname or email address	for the period necessary to demonstrate accountability (Article 5(2) GDPR), no longer than until the expiry of limitation periods for claims

Ratings and reviews of Places	until deleted by the User or the Controller (published content may remain in the Service)
Billing data and invoices	5 years counting 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 to defend claims	until limitation periods expire

1. **Account deletion — procedure.** The Account is deleted at the User's request submitted in the Account settings or to contact@cueball.network (§ 10(2)), after the expiry of a **waiting period of at least 7 full days** (Terms § 11(3)). During the waiting period the Account remains active and data is processed on the existing terms (including the public profile continuing to be made available); the User may withdraw the request until the deletion begins. After the expiry of the waiting period, data is deleted or anonymized to the extent indicated in paragraph 2, subject to paragraph 3; backups are overwritten within up to 30 days.
2. **Data deleted or anonymized.** Upon deletion of the Account, the Controller deletes or anonymizes in particular: Account and profile data (including the email address, user name, first name and surname, avatar, links to sign-in accounts, unused sign-in links and sign-in link event counters, information on equipment and favorite player); unpublished exercises — including those submitted for publication and awaiting verification — which cease to be available to anyone, and whose image files are deleted (the content of such exercises remains in the database solely in connection with the anonymized Account); a pending submission of changes to a published exercise, which is withdrawn from verification (it remains solely as an archived version of the exercise, without image files); pending invitations sent by the User (including to friends, Organizations, Places, coach–trainee relationships and sparring) and pending invitations to an Organization or private Place in which no active member remains after the User's departure; data entered by the User about a private Place in which no other active member remains (including the name, company details, tax identification number (NIP), address, contact details); the copy of billing data assigned to the subscription.
3. **Data retained after Account deletion.** After the Account is deleted, the following are retained — solely to the extent and for the periods indicated in the table above — in particular: a) **billing data:** invoices, invoice data saved with payments made, the User's Billing profiles (marked as deleted) and customer data stored by the payment operator (email address, first name and surname or name, billing address) — in connection with tax and accounting obligations; b) **record of the course of Tournaments:** results of matches played and standings, in which the data identifying the User as a Participant is anonymized (they are presented as a deleted account); names and descriptions of Tournaments played that were organized by the User; data of participants without an Account entered by the User, to the extent that they appear in the results of Tournaments played (§ 2(3) and (4)); c) **published exercises** together with the history of their versions — on the terms of the license (Terms § 13(7)); d) **future Reservations** — in a form stripped of data identifying the User, since

they still occupy tables at the Place — and data of guests entered by the User, as staff of a Place, in that Place's Reservations; e) **information concerning the User entered by other persons or in connection with their data:** statements of reasons for decisions concerning the User's content or Reservations, the name of an Organization in which no member remains, and notifications of other Users mentioning the User or a Tournament organized by them (deleted after 90 days); f) **accountability registers:** the register of Account deletions and event logs containing identifiers only; g) **data previously transferred to providers and third parties:** email sending logs kept by the email provider (including messages concerning Account deletion), the public profile address recorded by analytics and error monitoring providers and by internet search engines and link previews, as well as technical logs — until the expiry of the retention periods applied by those entities or the period indicated in the table above. h) **the history of browsing the exercise database** — linked only to the identifier of an Account stripped of identifying data; i) **the history of training sessions, results, Rating and sparring** — linked only to the identifier of an Account stripped of identifying data.

4. **Image files.** Image files covered by deletion (including exercise images) are deleted at the file storage provider. In exceptional cases, where the provider does not delete a file despite repeated attempts, the file may remain accessible at an unpublished, hard-to-guess address; such cases are monitored by the Controller.

§ 10. Rights of data subjects

1. The User has the right to: access their data, rectification, erasure, restriction of processing, data portability, object to processing based on legitimate interest, and to withdraw consent at any time (without affecting the lawfulness of processing before withdrawal).
2. To exercise these rights, please contact the Controller at contact@cueball.network. This also applies to the **rectification of a first name and surname**, which cannot be changed by the User within the Service (§ 5(8)). **Erasure of Account data** may be requested by submitting a request to delete the Account in the Account settings or by sending it to the above address; the Controller executes a request sent by email — after verifying identity — under the same procedure and with the same waiting period (§ 9(1)), of which it informs by email if an email address is assigned to the Account; until the deletion begins, the User may withdraw such a request. The right to erasure does not cover data whose further storage is necessary for the reasons indicated in § 9(3).
3. These rights also apply to **persons without an Account** whose data has been entered into a Tournament by the tournament organizer (§ 2(3)–(5)); to exercise them, please contact the Controller at the above address. This includes the right to object to the maintenance of a participant profile in the set shared by tournament organizers, and to request rectification of data or the reversal of a merge or link of profiles.
4. With regard to the **public profile** (§ 5(9)), the User may independently limit the scope of data presented publicly in the Account settings; irrespective of that, they may object (Article 21 GDPR) to the Controller. Incorrect data presented publicly may also be reported under the procedure referred to in Terms § 8(17) and § 14.

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

§ 11. Voluntariness of providing data

Providing data is voluntary but necessary to create an Account and use Services requiring an Account. Failure to provide data makes it impossible to provide those Services. Providing a **first name and surname** is voluntary but necessary to use features that require the User to be identified to other persons (including Reservations, the coach feature, Tournaments); a first name and surname provided are presented instead of the user name, including in the **public profile**, the scope of which the User may limit in the Account settings (§ 5(9)). Providing data for marketing purposes is entirely voluntary.

§ 12. Cookies

The Service uses cookies and similar technologies. The detailed rules, including cookie categories and how to manage consent, are set out in the **Cookie Policy** available in the Service.

§ 13. Newsletter and marketing communication

If separate, voluntary consent is given, the Controller may send a newsletter and marketing information by electronic means. Consent can be withdrawn at any time, including via a link in the message or by contacting the Controller.

§ 14. Data of minors

The Services are intended for persons who are at least **16 years old**. The Controller does not knowingly collect data of persons under this age. If such a case is identified, the data will be deleted. The tournament organizer is responsible for the lawfulness of providing the data of a minor entered into a Tournament by that organizer (§ 2(3)).

§ 15. 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 the effective date, is published in the Service.