

Terms of Service for the Provision of Cue Ball Network Services

Version: 1.6.0

 Informal translation. The Polish version is legally binding.

§ 1. General provisions

1. These Terms of Service set out the rules for the provision of services by electronic means within the **Cue Ball Network** website and application, available at <https://cueball.network> (hereinafter: the **Service**), including the rules for concluding and terminating agreements, the conditions for using paid plans, the rights and obligations of the Service Provider and the Users, as well as the complaint-handling procedure and the rules concerning content posted by Users.
2. The Service Provider and administrator of the Service is **CUE BALL NETWORK SP. Z O.O.** with its registered office in Warsaw, address: ul. Żurawia 6/12 lok. 745, 00-503 Warsaw, entered into the register of entrepreneurs of the National Court Register under number **KRS 0001128460**, **NIP 7011223753**, **REGON 529700699** (hereinafter: the **Service Provider**).
3. The Service Provider may be contacted in all matters, including complaints and matters relating to the protection of personal data, at the e-mail address: contact@cueball.network.
4. The Terms of Service are made available free of charge through the Service in a form that enables their acquisition, reproduction, recording and printing.
5. These Terms of Service constitute the terms referred to in Article 8 of the Act of 18 July 2002 on the provision of services by electronic means.

§ 2. Definitions

For the purposes of the Terms of Service, the following terms shall mean:

1. **Service / Application** – the Cue Ball Network platform available at <https://cueball.network>, together with the application component available at <https://cueball.network/app>.
2. **User** – a natural person, legal person or organizational unit using the Service.
3. **Consumer** – a User who is a natural person performing with the Service Provider a legal act not directly related to their business or professional activity (Article 22¹ of the Civil Code).
4. **Entrepreneur with consumer rights (PPK)** – a natural person concluding an agreement directly related to their business activity, where it is apparent from the content of that agreement that it does not have a professional character for that person; the provisions concerning Consumers apply to a PPK to the extent indicated in the Consumer Rights Act (ustawa o prawach konsumenta).
5. **Entrepreneur (B2B)** – a User who is neither a Consumer nor a PPK, using the Service in connection with their professional business activity.

6. **Account** – a set of resources and permissions assigned to a User, created after authentication via the Google or Facebook login services.
7. **Service (Usługa)** – a service provided by electronic means by the Service Provider within the Service, including a digital service within the meaning of the Consumer Rights Act (ustawa o prawach konsumenta).
8. **Plan** – a variant of access to the Service's features: Trial, Free or Premium.
9. **User Content** – in particular exercises (drills) created in the editor, profile data, results of training sessions and sparring matches, and other materials posted by the User.
10. **Coach** – a User to whom another User (Trainee) has granted access to their results and statistics on the terms set out in § 11.
11. **Terms of Service** – this document.

§ 3. Type and scope of Services

1. Within the Service, the Service Provider makes available tools for the billiard sports community, in particular: a) an **exercise (drill) database** – browsing, filtering and searching for exercises together with information on the difficulty level and the skill being developed; b) an **exercise editor** – a tool for creating one's own exercises in graphical (2D) form; c) **training sessions** – selection of exercises based on factors including, among others, the User's skill ranking (ELO) and the recording of results; d) a **club database** – a club search engine together with information on opening hours, prices and equipment; e) **sparring matches** – a feature for inviting other Users to play together and recording results; f) a **coach feature** – sharing of results and statistics with the Coach by the Trainee; g) a **User profile** – presentation of data provided by the User.
2. Some features of the Service are available only after creating an Account and logging in. Without logging in, only a limited preview of selected exercises is available.
3. The scope of features available in a given Plan is set out in § 6 and in the price list presented in the Service.
4. The Service Provider may develop, change or withdraw individual features of the Service; changes that materially limit the scope of paid Services are subject to § 15.

§ 4. Technical requirements and rules of use

1. Use of the Service requires: a device with Internet access, an up-to-date web browser with JavaScript and cookie support enabled, an active e-mail account, and an active account with the Google or Facebook service used for logging in.
2. The Service Provider provides the Services in accordance with the Terms of Service. Users are prohibited from providing unlawful content.
3. It is prohibited in particular to: undertake actions that disrupt the functioning of the Service, use the Service in a manner that infringes the rights of others, circumvent Plan limitations, and automatically download content (scraping) without the Service Provider's consent.

§ 5. Account and conclusion of the agreement

1. An Account is created by authenticating via the Google or Facebook login service. In this process, the Service Provider obtains basic data: e-mail address, first name, last name and avatar.
2. Only persons who have reached the age of **16** may use the Service. Persons under the age of 16 may not create an Account or use Services requiring an Account.
3. When creating an Account, the User **accepts these Terms of Service** (including the rules on content and moderation referred to in § 11) and **confirms that they have read the Privacy Policy**. The agreement for the provision of Services is concluded upon the creation of the Account.
4. Consent to receive marketing information (newsletter) and consents to cookies other than those necessary are voluntary, separate from the conclusion of the agreement, and do not condition the creation of an Account or the use of the Services.
5. One person may hold one Account, unless the Service Provider agrees to a different arrangement (e.g. within an organization).
6. The User is obliged to provide data consistent with the actual state of affairs and to keep it up to date.

§ 6. Plans, prices and payments

1. The Service Provider offers the following Plans: a) **Trial** – temporary access to the features of the Premium Plan, expiring after a specified number of days; after the Trial ends, access changes to the Free Plan, unless the User purchases the Premium Plan; b) **Free** – free-of-charge access with a limited scope of features and with limits on performing certain actions (e.g. a limited number of times a given action may be performed within a set period); c) **Premium** – paid access to the full scope of features without the limits applicable to the Free Plan, provided under a subscription model.
2. **Availability of the Premium Plan (territory).** The purchase and paid provision of the Premium Plan are currently available only to Users who have their place of residence or registered office and billing details in **Poland or another country of the European Economic Area (EEA)**. Outside the EEA, the free-of-charge Plans (Trial/Free) remain available. This restriction results from differing tax and settlement requirements outside the EEA; the Service Provider may expand the availability of the Premium Plan in the future.
3. Current prices, the length of billing periods, the length of the Trial and the scope of the Free Plan limits are presented in the Service before the agreement is concluded.
4. Payments for the Premium Plan are handled by the external payment operator **Stripe**. Settlements are documented by an invoice; accounting services and the issuing of invoices are carried out by the Service Provider using the wFirma.pl service.
5. The Premium subscription **renews automatically** for successive billing periods, unless the User cancels the renewal before the end of the current period. Before automatic renewal and in the event of a price change, the User is informed in accordance with applicable law.

6. Failure to make a successful payment may result in the suspension of access to Premium features and a change to the Free Plan.

§ 7. Commencement of provision and right of withdrawal (Consumer, PPK)

1. A Consumer and a PPK have the right to withdraw from a distance agreement within **14 days** without giving any reason, on the terms set out in the Act of 30 May 2014 on Consumer Rights. The period runs from the day the agreement is concluded.
2. A declaration of withdrawal may be submitted in any manner, in particular by e-mail to contact@cueball.network. The statutory withdrawal form template may be used, but this is not obligatory.
3. **Commencement of provision before the expiry of the withdrawal period.** In the case of the Premium Plan, the service is a digital service delivered immediately. If a User who is a Consumer or a PPK, when purchasing the Premium Plan, **expressly requests that provision commence before the expiry of the withdrawal period and acknowledges that they will lose the right of withdrawal from the agreement upon performance of the Service**, the right of withdrawal expires upon full performance of the Service (Article 38(13) of the Consumer Rights Act (ustawa o prawach konsumenta)).
4. If the User withdraws from the agreement after submitting the request referred to in paragraph 3, before the Service has been fully performed, they are obliged to pay for the services performed up to the moment of withdrawal, in proportion to the scope of the Service performed up to that moment.
5. The content of the request and acknowledgement referred to in paragraph 3 is presented to the User during the process of purchasing the Premium Plan and requires an express action by the User. The wording of the declaration constitutes **Annex 1** to the Terms of Service.

§ 8. Cancellation and termination of the agreement

1. The User may cancel the Premium subscription at any time (disable automatic renewal). Cancellation takes effect at the end of the current, paid billing period – until then, the User retains access to the Premium features.
2. Cancellation of the subscription **does not constitute withdrawal from the agreement** and, subject to § 7 and mandatory provisions of law, **does not entitle the User to a refund** of the fee for the current billing period in respect of its unused part.
3. The User may terminate the agreement for maintaining the Account at any time by deleting it. Deletion of the Account does not affect settlement obligations arising up to the date of termination.
4. The Service Provider may terminate the agreement or suspend the Account in the event of a material breach of the Terms of Service or of the law, with respect for § 11 (statement of reasons for the decision) and for the rights of the Consumer.

§ 9. Complaints and conformity of the digital Service with the agreement

1. The Service Provider is obliged to provide the Service in conformity with the agreement.
Agreements for the supply of digital content and digital services concluded with a Consumer or a PPK are governed by the provisions of Chapter 5b of the Consumer Rights Act (ustawa o prawach konsumenta) concerning the conformity of the performance with the agreement (including Article 43h et seq.). These rights may not be excluded or limited.
2. Complaints regarding the Services may be submitted to contact@cueball.network. A complaint should contain a description of the irregularity and details enabling contact.
3. The Service Provider examines the complaint and provides a response **within 14 days** of its receipt. If a Consumer's complaint is not examined within this period, it shall be deemed to have been upheld.
4. A complaint on account of the non-conformity of the Service with the agreement is independent of the right of withdrawal referred to in § 7 and is available also where the right of withdrawal has expired.

§ 10. User Content and license

1. The User may create User Content, in particular exercises in the editor. Exercises created by the User are by default visible only to their author and to persons authorized within the organization to which the author belongs.
2. A User holding the appropriate role may submit a created exercise for publication. Submitted exercises are subject to verification (moderation) by the Service Provider, who may – at their own discretion – publish them in the public database or refuse publication.
3. The User represents that they hold the rights necessary to post the User Content and that such content does not infringe the rights of third parties or the law.
4. Submitting an exercise for publication is a **conscious and voluntary** action of the User. Upon submitting an exercise for publication and its **acceptance by the Service Provider**, the User grants the Service Provider a **license that is free of charge, non-exclusive, worldwide, unlimited in time or territory, irrevocable, and with the right to grant further licenses (sublicenses)** to use such an exercise to its full extent, including to: record and reproduce it by any technique, introduce changes, modify it and create adaptations (derivative works), disseminate it, make it publicly available and present it, use it within the Service and for promotional and commercial purposes — on all known fields of exploitation, without the need to obtain additional consent and without additional remuneration.
5. Within the scope of the above, the User authorizes the Service Provider to **exercise and dispose of the derivative (dependent) rights** to adaptations of the exercise, and consents to the publication of exercises with or without attribution of authorship, to the extent permitted by law.
6. Moral rights are inalienable by operation of law; the User undertakes not to exercise them in a manner that hinders the Service Provider's use within the scope covered by the license, and authorizes the Service Provider to act within the limits of those rights to the extent necessary.

7. The license to **published** exercises is **irrevocable and continues also after** the deletion of the Account or termination of the agreement — such exercises may remain in the public database. The removal of an already published exercise depends on the Service Provider's decision (subject to § 11).
8. Full transfer of the economic copyright to an exercise may take place on the basis of a **separate agreement concluded in writing** between the User and the Service Provider (in particular with Users who have been granted a role entitling them to publish).
9. User Content **not intended for publication** remains the User's private resources; the Service Provider processes it solely for the purpose of providing the Service, and the license to it is limited to that purpose and to the duration of the provision of the Services, and ceases upon the deletion of such content by the User.

§ 11. Reporting illegal content and moderation (DSA)

1. This paragraph implements the Service Provider's obligations as a provider of a hosting service within the meaning of Regulation (EU) 2022/2065 of the European Parliament and of the Council (the Digital Services Act, **DSA**).
2. **Point of contact.** An electronic point of contact for matters relating to the DSA (including reports) is available at contact@cueball.network. Communication is conducted in Polish or English.
3. **Reporting illegal content (notice-and-action).** Anyone may report content that they consider illegal by sending to the above address: (a) an explanation of the reasons why the content is illegal, (b) an indication of its location (e.g. a URL), (c) the contact details of the reporting party (unless the report concerns offences referred to in the DSA), and (d) a statement of good faith as to the accuracy of the report.
4. The Service Provider examines reports in a timely, non-arbitrary and objective manner. If content is deemed illegal or contrary to the Terms of Service, the Service Provider may, among other things, remove the content, disable access to it, restrict its visibility, or take action against the Account.
5. **Statement of reasons.** The Service Provider informs the User concerned of a decision on the removal of content, the restriction of its visibility, or the suspension or restriction of the Account, together with a statement of reasons covering the basis and scope of the decision and the available means of redress, unless the law provides otherwise.
6. An appeal against a decision may be submitted to the point of contact address. The provisions of this paragraph do not limit the User's right to pursue claims through the courts or other rights arising from the law.
7. The Service Provider may take measures against Users who abuse the reporting mechanism or who repeatedly post illegal content.

§ 12. Roles, data sharing and sparring matches

1. **Coach and Trainee.** A User (Trainee) may grant another User (Coach) access to their training session and sparring match results and statistics by accepting an invitation (e.g. scanning a QR code

or opening a link). The Coach obtains access to the data of Trainees who have accepted the invitation, as well as to an aggregate view of that data.

2. The Trainee may revoke the Coach's access at any time. Revocation takes effect for the future.
3. **Sparring matches.** A User may invite another User to a sparring match (e.g. via a QR code or link). Once the invitation is accepted, the sparring match begins, and its results are recorded and visible to the participants of the sparring match.
4. The rules for processing personal data in connection with the features referred to in this paragraph are set out in the Privacy Policy.

§ 13. Automated selection of exercises

1. Within training sessions, the Service selects exercises in an automated manner, based on factors including, among others, the User's skill ranking (ELO) and the history of results.
2. This selection serves to tailor the training and **does not produce legal effects concerning the User nor similarly significantly affect them** within the meaning of Article 22 of the GDPR. Information about this mechanism is also contained in the Privacy Policy.

§ 14. The Service Provider's intellectual property

1. The Service, its software, interface, the exercise database made available by the Service Provider, trademarks, logotypes and other materials of the Service Provider are protected by law and constitute the property of the Service Provider or of entities from which the Service Provider has obtained the appropriate rights.
2. Use of the Service does not transfer to the User any intellectual property rights beyond the right to use the Services in accordance with the Terms of Service and the selected Plan.

§ 15. Liability

1. The Service Provider is liable for the proper provision of the Services on the terms set out in the law and in the Terms of Service.
2. In relation to Consumers and PPKs, the Service Provider's liability is shaped by mandatory provisions of law, including provisions on the conformity of the performance with the agreement; the provisions of the Terms of Service do not limit or exclude those rights.
3. **In relation to Entrepreneurs (B2B)**, to the fullest extent permitted by law: (a) the Service Provider's liability under warranty (rękojmia) is excluded, (b) the Service Provider's liability for non-performance or improper performance of the agreement is limited to actual losses (excluding lost profits) and up to the amount of the fees paid by the Entrepreneur in the 12 months preceding the event, and (c) liability for interruptions arising from causes beyond the Service Provider's control is excluded. These limitations do not apply to damage caused intentionally.

4. The Service Provider is not liable for content posted by Users to the extent that the exclusion of such liability is permitted by the provisions of the DSA.

§ 16. Personal data

The controller of Users' personal data is the Service Provider. The rules for processing personal data, including the purposes, legal bases, retention periods, categories of recipients and the rights of data subjects, are set out in the **Privacy Policy** available in the Service.

§ 17. Amendments to the Terms of Service

1. The Service Provider may amend the Terms of Service for important reasons, in particular: changes in the law, changes in the scope or manner of providing the Services, security considerations or technological changes.
2. The Service Provider informs Users who hold an Account of an amendment to the Terms of Service **with appropriate advance notice** before the changes take effect, by a message in the Service or by e-mail.
3. Until the day the change takes effect, the previous version of the Terms of Service applies to the User. **Continued use of the Service after the day the change takes effect constitutes acceptance of the amended Terms of Service.** New Users are bound by the version current at the time of registration.
4. A User who does not accept the changes may, before the day they take effect, terminate the agreement (delete the Account) and stop using the Service.
5. **Paid Plan (Premium):** the changes do not affect rights acquired during the paid billing period. If a change **materially and adversely affects** access to or use of the paid Service, a User who is a Consumer or a PPK may **terminate the agreement** and receive a **proportional refund** for the unused part of the paid period.
6. In the case of material changes, the Service Provider may additionally ask the User to expressly confirm that they have read the changes; this does not affect the rule set out in paragraph 3.

§ 18. Out-of-court dispute resolution (Consumer)

1. A Consumer may use out-of-court methods of handling complaints and pursuing claims, including before the provincial (voivodeship) inspectorates of the Trade Inspection and the permanent consumer arbitration courts, as well as seek the assistance of the district (municipal) consumer ombudsman.
2. The EU online dispute resolution (ODR) platform is available at <https://ec.europa.eu/consumers/odr>.
3. Use of these methods is voluntary and possible only with the consent of both parties to the dispute.

§ 19. Final provisions

1. The law applicable to the Terms of Service and to agreements concluded on their basis is Polish law. The choice of Polish law does not deprive the Consumer of the protection afforded by mandatory provisions of the law of the country of their habitual residence.
 2. Disputes involving an Entrepreneur (B2B) are settled by the court having local jurisdiction over the Service Provider's registered office. Disputes involving a Consumer are heard by the court having jurisdiction under the general rules.
 3. If any provision of the Terms of Service proves to be invalid or ineffective, this does not affect the validity of the remaining provisions.
 4. The binding version of the Terms of Service is the version in the Polish language. Versions in other languages are for information purposes only.
 5. The Terms of Service apply from the date indicated in the "Effective from" field.
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Annex 1 – Declaration upon purchase of the Premium Plan (commencement of provision and loss of the right of withdrawal)

A declaration presented to the Consumer and the PPK during the process of purchasing the Premium Plan, requiring an express action (actively ticking a checkbox; it may be a condition for commencing provision with immediate access):

"I request that the provision of the service (access to the Premium Plan) commence before the expiry of the 14-day withdrawal period, and I acknowledge that upon full performance of the service I will lose the right of withdrawal from the agreement."

The financial consequences of earlier withdrawal (the obligation to pay for the services performed up to the moment of withdrawal) are set out in § 7(4).