

# Statement on Digital Service Provision

## Digital Services Act (DSA)

### §1 Information about the Service Provider

1. **CUE BALL NETWORK SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ** with its registered office in Warsaw (address: ul. Żurawia 6/12 / 745, 00-503 Warsaw, Poland, NIP: **7011223753**, KRS: **0001128460**), hereinafter referred to as the 'Service Provider' or 'Administrator', hereby presents a Statement of Digital Service Provision (the 'Statement'), which meets the requirements of the Digital Services Regulations (DSA) and other relevant European legislation .
2. The Service Provider provides digital services via the **Cue Ball Network** application (the 'Application') accessible via web browsers and mobile applications. This document contains detailed information about the principles of digital services, the responsibilities of the Service Provider and the measures taken to protect the privacy and security of users.
3. You can contact the Service Provider by e-mail at [contact@cueball.network](mailto:contact@cueball.network) or by post to its registered office address.

### §2 Type and nature of services provided

1. The Cue Ball Network application offers a number of functions (described in Terms of Service §5). All functions are available after registration and login.
2. The application is available via web browsers and mobile app stores (Google Play and Apple App Store).

### §3 Principles of privacy and personal data processing

1. The Service Provider processes Users' personal data in accordance with the Privacy Policy and the GDPR Policy, which meet the requirements of GDPR, and ensures that the data is processed in accordance with the principles of minimisation, fitness for purpose and proportionality.
2. The Service Provider uses cookies to ensure the proper functioning of the Application, to store User sessions, analytics and performance monitoring, in accordance with the Cookies Policy.
3. Users have the right to exercise their rights under GDPR, including access to their data, correction, deletion or transfer. Requests for the exercise of these rights can be submitted to the e-mail address indicated in §1 point 3.
4. The processing of data and the monitoring of user activities comply with the DSA and GDPR principles. The Service Provider applies the principle of minimisation and ensures that the monitoring of users' activities takes place only to the extent necessary to comply with the Terms and Conditions and to protect privacy.

#### **§4 Service Provider's liability**

1. The Service Provider shall make every effort to ensure that the Application operates correctly and in compliance with the law, including the requirements of the DSA Regulation.
2. The Service Provider reserves the right to moderate user-generated content in order to ensure compliance with the Terms and Conditions and to prevent the publication of unauthorised content.
3. The Service Provider shall provide technical data protection and information security measures in accordance with the requirements of GDPR and other data protection legislation.
4. In the event of notification of a breach of the law or the regulations, the Service Provider shall take the appropriate measures, including the possibility of blocking or deleting the User's account, in accordance with §5 of this Statement.

#### **§5 Procedures for reporting and removing illegal content**

1. Users may report infringements of illegal content via the email address [contact@cueball.network](mailto:contact@cueball.network).
2. The Service Provider undertakes to promptly investigate the complaint and to take appropriate measures, including the removal of content that violates the law, the rules of the Application or this Statement.

#### **§6 Measures to protect against illegal content and violations**

1. The application includes automatic and manual moderation mechanisms to prevent the publication of illegal or non-compliant content.
2. The Service Provider monitors Users' activities only to the extent necessary to ensure compliance with the law and the Terms and Conditions and to ensure the security of the Application.
3. In the case of serious infringements, such as the publication of illegal content, the Service Provider reserves the right to take legal action or report the infringement to the relevant law enforcement authorities.
4. Preventive measures include the monitoring of User activity and the moderation of content, applied in a proportionate manner, for the sole purpose of preventing infringements and ensuring compliance with the terms and conditions of the Application.

#### **§7 Duty of transparency and regular reporting**

1. The service provider takes steps to ensure transparency in data processing and content moderation. Users can access information about the processing of their personal data in the Privacy Policy and the GDPR Policy.
2. This Statement and other documents governing the use of the Application are updated regularly and their changes are announced on the Application.

## **§ 8 Amendments to the Statement on Digital Service Provision**

1. The Service Provider reserves the right to amend this Statement in order to adapt it to changes in the law or in the operating rules of the Application.
2. Users will be informed of any material amendment to the Statement via a message in the Application.
3. If you do not accept the amendments in this Statement, you have the right to stop using the Application and delete your account. The procedure for deleting an account is available in the Application settings.