

Cue Ball Network Privacy Policy

Version: 2.2.0

 *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, first name, surname, avatar** and the account identifier at the provider; b) the User provides themselves in their **profile** (e.g. equipment information, such as the cue used) and by creating **Content** (exercises/drills, ratings and reviews of Places); c) arise from using the Service: **results and progress markings of training sessions and sparring, skill ranking (ELO), statistics, rankings**, coach–trainee relationships, membership in Organizations, friendship relationships (Community), 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 **payments** for the Premium Plan (billing data, invoice data) — processed by the payment operator and as part of accounting services; f) 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. 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
Handling Reservations and sharing them with the Place	Article 6(1)(b) GDPR – performance of a contract
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 (including web push, e.g. about invitations and Reservations)	Article 6(1)(b) and (f) GDPR
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), preventing abuse and ensuring the availability of tables to other Users	Article 6(1)(f) GDPR – legitimate interest
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, 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 and Places**, 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.

§ 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. **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 § 12).
6. 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). Participation may be ended 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 and the markings of the course of exercises and sparring. 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 recorded non-attendance) 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).

§ 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. **Web push notifications.** With consent granted in the browser or system, the Service may send notifications concerning the Service (e.g. about invitations, Reservations, Account status). Notifications are delivered via the system push services of the browser/system provider. Consent to notifications can be withdrawn at any time in the device settings. Marketing notifications require separate consent (§ 12).

§ 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
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Account and profile data	until the Account is deleted, then up to 30 days in backups
Session results and markings, ELO, sparring	for the duration of holding the Account
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
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

§ 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.
3. 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 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.

§ 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.