

Terms of Service for the Provision of Cue Ball Network Services

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. 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> (the **Service**), including the rules for concluding and terminating agreements, the terms of use of paid plans, the rights and obligations of the Provider and Users, as well as the complaint procedure and rules concerning content posted by Users.
2. The Provider and administrator of the Service is **CUE BALL NETWORK SP. Z O.O.**, with its registered office in Warsaw, at ul. Żurawia 6/12 lok. 745, 00-503 Warsaw, entered in the Register of Entrepreneurs of the National Court Register under number **KRS 0001128460**, **NIP 7011223753**, **REGON 529700699** (the **Provider**).
3. The Provider may be contacted on all matters, including complaints and personal data protection, at the email address: contact@cueball.network.
4. The Terms are made available free of charge via the Service in a form that allows their retrieval, reproduction, recording and printing.
5. These Terms constitute the terms and conditions 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, the following terms mean:

1. **Service / Application** – the Cue Ball Network platform available at <https://cueball.network>, together with the application part 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 a legal act with the Provider 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 the content of that agreement shows that it does not have a professional character for that person; the provisions concerning Consumers apply to PPK to the extent indicated in the Consumer Rights Act.

5. **Entrepreneur (B2B)** – a User who is neither a Consumer nor a PPK, using the Service in connection with their professional activity.
6. **Account** – a set of resources and permissions assigned to a User, created after authentication via the Google or Facebook sign-in services. By default the Account is the User's personal account (a natural person).
7. **Organization** – a separate structure created by a User within the Account, associating Members and enabling billing profiles to be defined and Service features to be organized. Creating an Organization does not create a separate Account within the meaning of paragraph 6.
8. **Member** – a User who has joined an Organization following an invitation and its acceptance.
9. **Billing profile** – a set of data for issuing an invoice (the User's data or the Organization's data), indicated when purchasing the Premium Plan.
10. **Friends** – a relationship between Users established through an invitation and its mutual acceptance, enabling the mutual viewing of results, statistics and rankings within the Community feature.
11. **Place** – a location handled in the Service, including a **billiard venue (Club)** and a **Private Place**; within a Place it is possible to organize Service features (including Reservations).
12. **Club** – a Place that is a public billiard venue presented in the Places database.
13. **Reservation** – a request to reserve a billiard table at a selected Place for a specified time, made via the Service.
14. **Plan** – a variant of access to Service features assigned to the User's personal Account: Trial, Free or Premium.
15. **User Content** – in particular exercises (drills) created in the editor, profile data, results and progress markings of training sessions and sparring, ratings and reviews of Places, and other materials posted by the User.
16. **Coach** – a User to whom another User (Trainee) has granted access to their results and statistics under the rules set out in § 14.
17. **Terms** – this document.

§ 3. Type and scope of Services

1. The Service is a tool for the billiard sports community. The supported disciplines include in particular: **American pool, English pool, snooker, Chinese eight-ball (heyball), carom billiards and Russian pyramid.**
2. Within the Service the Provider makes available in particular: a) a **database of exercises (drills)** – browsing, filtering and searching exercises together with information on difficulty level and the skill being improved; b) an **exercise editor** – a tool for creating one's own exercises in graphical form (**2D, with a 3D preview and a projector image simulation**); c) **training sessions** – automated selection of exercises and recording of results and progress markings of an exercise, used to select subsequent exercises in the session; d) a **Places database** – a search engine for Places (including Clubs) together with information on opening hours, prices and equipment, and the ability to submit ratings and reviews; e) **sparring** – inviting other Users to play together, recording results and marking the course of frames; f) a **coach feature** – the Trainee sharing results and statistics

with the Coach; g) **Organizations, Community and Places** – creating structures associating Users, adding friends and mutually viewing statistics and rankings (including among friends), as well as billing profiles (§ 6); h) **reservations** – submitting and handling Reservations of tables at Places (§ 7); i) a **User profile** – presentation of data provided by the User; j) a **blog** – publicly available informational and educational content published by the Provider.

3. **Community features** (including sparring, the coach feature, Organizations, the Community and friends, publishing exercises, Reservations) consist in **sharing the User's data with other Users or Places**. By using these features and accepting the relevant invitations, the User **consents to such sharing** to the extent necessary for the given feature to operate. Details of data processing are set out in the Privacy Policy.
4. Some Service features are available only after creating an Account and logging in. Without logging in, only a limited preview of selected exercises and publicly available content (including the blog and the Places database) is available.
5. The scope of features available under a given Plan is set out in § 8 and in the price list presented in the Service.
6. The Provider may develop, change or withdraw individual Service features; changes that materially limit the scope of paid Services are subject to § 17.

§ 4. Technical requirements, device permissions and notifications

1. Using the Service requires: a device with Internet access, a **current version of a web browser** with JavaScript and cookie support, an active email account, and an active Google or Facebook account used for logging in. The Provider recommends using the latest available browser version for security and compatibility reasons.
2. The Service operates as a **progressive web application (PWA)** — it may be installed on a device and use browser mechanisms such as a *service worker* (including caching and limited offline operation). More about PWA technology: [Progressive Web Apps \(MDN\)](#).
3. The Service may use browser and device interfaces (Web APIs), in particular: **camera access** (scanning QR codes — the image is processed locally in the browser and is not stored by the Provider), **web push notifications, keeping the screen awake** (Screen Wake Lock) during a session or play, and PWA and *service worker* installation. Using some of these features requires consent granted in the browser or operating system (e.g. camera, notifications), which can be withdrawn at any time in the device settings.
4. **Notifications.** The Provider may send the User notifications concerning the Service (including web push) — e.g. about invitations, Reservations, Account status or document changes. Marketing notifications are separate and require separate, voluntary consent (§ 18 and the Privacy Policy).
5. The Provider provides the Services in accordance with the Terms. It is prohibited for the User to provide unlawful content.
6. It is prohibited in particular to: take actions disrupting the functioning of the Service, use the Service in a manner infringing the rights of others, circumvent Plan limitations, and automatically download content (scraping) without the Provider's consent.

§ 5. Account and conclusion of the agreement

1. An Account is created by authenticating via the Google or Facebook sign-in service. In this process the Provider obtains basic data: email address, first name, surname and avatar. A **personal Account** is created by default; within it the User may create Organizations (§ 6).
2. Only persons who are at least **16 years old** may use the Service. Persons under 16 may not create an Account or use Services requiring an Account.
3. When creating an Account, the User **accepts these Terms** (including the rules on content and moderation referred to in § 13) and **confirms having read the Privacy Policy**. The agreement for the provision of Services is concluded upon creation of the Account.
4. Consent to receive marketing information (newsletter) and consents to cookies other than necessary ones are voluntary, separate from the conclusion of the agreement, and do not condition the creation of an Account or the use of Services.
5. One person may hold one personal Account, unless the Provider agrees otherwise.
6. The User is obliged to provide data consistent with the facts and to keep it up to date.

§ 6. Organizations, Community and Places

1. **Organizations.** Within a personal Account, a User may create Organizations — structures serving, among other things, to indicate a Billing profile and to organize Service features. A User with an appropriate role in an Organization may add Members and define Billing profiles (invoice data).
2. **Billing profile and contract status.** When purchasing the Premium Plan, a User may indicate their own Billing profile or the Billing profile of an Organization of which they are a Member (§ 8). **Indicating an Organization's Billing profile means the invoice is issued to that Organization's data and the agreement is concluded as an Entrepreneur (B2B)** — with the effects set out in § 9 (no consumer right of withdrawal) and § 17 (limitation of warranty and liability). A purchase with one's own Billing profile by a natural person retains the status of Consumer or PPK.
3. **Community and friends.** A User may add other Users as friends. A friendship relationship is established through an invitation and its mutual **acceptance** (e.g. scanning a QR code or opening a link) and results in friends mutually viewing each other's results, statistics and rankings (including within the community dashboard and the friends' ranking). The Service **does not maintain global rankings** — comparative rankings exist only between friends and within structures that the User has voluntarily joined.
4. **Places.** The Service covers Places: billiard venues (Clubs) and Private Places. Data of Places presented in the database is informational.
5. **Joining and data sharing.** Joining an Organization, establishing a friendship relationship and establishing other relationships between Users (e.g. coach–trainee, sparring) takes place through an invitation and its **acceptance** (e.g. scanning a QR code or opening a link). By accepting the invitation, the User **consents to sharing** their data with the other participants of the given structure or relationship to the extent necessary for its functions (including profile data, results, statistics,

rankings). Participation is voluntary and the User may end it with effect for the future. The scope and legal bases of data processing are set out in the Privacy Policy.

6. **Club data and database entry.** An entity operating a billiard venue that finds that the data of its Place in the Service is incorrect or outdated, as well as an entity interested in adding an entry for its venue to the Places database, may contact the Provider at contact@cueball.network. The Provider may verify, update, add or remove the entry.

§ 7. Reservations

1. The Service allows submitting a **Reservation** of a billiard table at a selected Place for a specified time.
2. **The Provider does not intermediate in payments** for a Reservation and does not charge fees for the use of the table. Settlements and the terms of using the table remain solely in the relationship between the User and the Place. Settlement may take into account the actual time of table use according to the Place's price list and is made directly at the Place (e.g. by card or in cash). The Service serves only to submit and handle Reservations.
3. Reservation data (including date, duration, status and the User's data necessary for its execution) is **shared with the Place** to which the Reservation relates. The Place has a panel enabling it to review, confirm, start and close Reservations and receives a summary of them. The course of a Reservation is also recorded, including its cancellation and the User's non-attendance.
4. A Place may set rules and limitations on submitting Reservations (e.g. limits on the number or length of Reservations, an advance-notice requirement, the conditions and deadline for cancellation, a Place-confirmation requirement) and may confirm or refuse a Reservation. The Provider does not guarantee the availability of a table or the execution of a Reservation by the Place.
5. The Provider may limit the use of the Reservation feature (including the number of simultaneously active Reservations) based on the User's reliability and history of using this feature (including recorded non-attendance), in order to prevent abuse and ensure the availability of tables to other Users. The rules for the related data processing, including profiling, are set out in the Privacy Policy.
6. The Reservation feature is currently provided free of charge.

§ 8. Plans, prices and payments

1. Plans apply to the **User's personal Account**. The Provider makes the following Plans available: a) **Trial** – time-limited access to Premium Plan features, 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 access with a limited scope of features and limits on performing certain actions (e.g. a limited number of times a given action may be performed in a set period); c) **Premium** – paid access to the full scope of features without the limits applicable to the Free Plan, provided on a subscription basis.

2. **Availability of the Premium Plan (territory).** The purchase and paid provision of the Premium Plan are currently available only to Users having their place of residence or seat and billing data in **Poland or another country of the European Economic Area (EEA)**. Outside the EEA, the free Plans (Trial/Free) remain available. The limitation results from different tax and settlement requirements outside the EEA; the Provider may expand the availability of the Premium Plan in the future.
3. **Billing profile.** When purchasing, the User may indicate a Billing profile (their own or that of an Organization of which they are a Member) for the purpose of issuing an invoice. The effects of choosing an Organization's Billing profile are set out in § 6(2).
4. Current prices, the length of billing periods, the length of the Trial and the scope of Free Plan limits are presented in the Service before the agreement is concluded.
5. Payments for the Premium Plan are handled by the external payment operator **Stripe**. Settlements are documented by an invoice; accounting and invoicing are carried out by the Provider using the wFirma.pl service.
6. The Premium subscription **renews automatically** for subsequent 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 regulations.
7. The lack of an effective payment may result in the suspension of access to Premium features and a switch to the Free Plan.

§ 9. Commencement of performance 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 a reason, under the rules set out in the Act of 30 May 2014 on consumer rights. The period runs from the day the agreement is concluded. The right of withdrawal does not apply to a User concluding an agreement as an Entrepreneur (B2B), including where an Organization's Billing profile is indicated (§ 6(2)).
2. A withdrawal declaration may be submitted in any manner, in particular by email to contact@cueball.network. The statutory withdrawal form template may be used, but this is not obligatory.
3. **Commencement of performance before the withdrawal period expires.** For the Premium Plan, the performance is a digital service delivered immediately. If a User who is a Consumer or PPK, when purchasing the Premium Plan, **expressly requests that performance begin before the withdrawal period expires and acknowledges that they will lose the right of withdrawal upon completion of the Service**, the right of withdrawal expires upon full performance of the Service (Article 38(13) of the Consumer Rights Act).
4. If the User withdraws from the agreement after making the request referred to in paragraph 3, before full performance of the Service, 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 confirmation referred to in paragraph 3 is presented to the User during the Premium Plan purchase process and requires an express action by the User. The wording

of the declaration constitutes **Annex No. 1** to the Terms.

§ 10. Cancellation and termination of the agreement

1. The User may cancel the Premium subscription at any time (turn off automatic renewal).
Cancellation takes effect at the end of the current, paid billing period – until then the User retains access to Premium features.
2. Cancellation of the subscription **does not constitute withdrawal from the agreement** and, subject to § 9 and mandatory provisions of law, **does not entitle to a refund** of the fee for the current billing period for the unused part.
3. The User may terminate the Account agreement at any time by deleting the Account. Deleting the Account does not affect settlement obligations arising up to the date of termination.
4. The Provider may terminate the agreement or suspend the Account in the event of a material breach of the Terms or of the law, respecting § 13 (statement of reasons) and Consumer rights.

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

1. The Provider is obliged to provide a Service in conformity with the agreement. Agreements for the supply of digital content and digital services concluded with a Consumer and PPK are subject to the provisions of Chapter 5b of the Consumer Rights Act on conformity of performance with the agreement (including Article 43h et seq.). These rights cannot be excluded or limited.
2. Complaints concerning the Services may be submitted to contact@cueball.network. A complaint should include a description of the irregularity and contact details.
3. The Provider considers the complaint and responds **within 14 days** of receiving it. If a Consumer's complaint is not considered within this period, it is deemed accepted.
4. A complaint based on non-conformity of the Service with the agreement is independent of the right of withdrawal referred to in § 9 and also applies where the right of withdrawal has expired.

§ 12. User Content and license

1. The User may create User Content, in particular exercises in the editor and ratings and reviews of Places. 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 with an appropriate role may submit a created exercise for publication. Submitted exercises are subject to verification (moderation) by the Provider, who may – at its own discretion – publish them in the public database or refuse publication.
3. The User declares 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. Ratings and reviews of Places should be reliable and consistent with the facts; they are subject to § 13.

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 Provider**, the User grants the 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 in full, including to: fix and reproduce by any technique, make changes, modify and create derivative works, distribute, make publicly available and present, use within the Service and for promotional and commercial purposes — in all known fields of exploitation, without the need to obtain additional consent and without additional remuneration.
5. Within the above, the User permits the Provider to **exercise and dispose of derivative rights** to adaptations of the exercise and **authorizes the Provider to decide on the manner and scope of attribution** of a published exercise — including to publish it anonymously, under the Service's designation, or with a different designation assigned in the database — to the extent permitted by law.
6. Moral rights are inalienable by law; the User undertakes **not to exercise them against the Provider** in a manner that hinders the use of the exercise within the scope covered by the license (including as regards decisions on attribution) and authorizes the Provider to act within the limits of those rights to the necessary extent.
7. The license for **published** exercises is **irrevocable and continues also after** deletion of the Account or termination of the agreement — such exercises may remain in the public database. Removal of an already published exercise is at the Provider's discretion (subject to § 13).
8. **Full transfer** of the economic copyright to an exercise (giving the Provider all rights) may take place under a **separate agreement concluded in writing** between the User and the Provider, in accordance with Article 53 of the Act on Copyright and Related Rights (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 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 Services and ceases upon the User's deletion of such content.

§ 13. Reporting illegal content and moderation (DSA)

1. This paragraph implements the Provider's obligations as a hosting service provider 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 related 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 they consider illegal (including an exercise, rating or review of a Place) 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. URL), (c) the contact details of the reporting party (unless the report concerns offences indicated in the DSA), and (d) a statement of good faith as to the accuracy of the report.

4. The Provider handles reports in a timely, non-arbitrary and objective manner. If content is found to be illegal or non-compliant with the Terms, the Provider may, among other things, remove the content, disable access to it, restrict its visibility or take action regarding the Account.
5. **Statement of reasons.** The Provider informs the User concerned of a decision regarding the removal of content, restriction of its visibility, 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. The provisions of this paragraph do not limit the User's right to pursue claims in court or other rights arising from the law.
7. The Provider may apply measures against Users who misuse the reporting mechanism or persistently post illegal content.

§ 14. Roles, data sharing and sparring

1. **Coach and Trainee.** A User (Trainee) may grant another User (Coach) access to their data by accepting an invitation (e.g. scanning a QR code or opening a link). The Coach gains access to the results of **all** of the Trainee's training sessions and sparring — including information about whom the Trainee played sparring with and the general data of those persons within the scope presented in the Service — as well as to statistics, rankings and a consolidated view of their Trainees.
2. The Trainee may withdraw the Coach's access at any time. Withdrawal takes effect for the future.
3. **Sparring.** A User may invite another User to spar (e.g. via a QR code or link). After the invitation is accepted, the sparring begins and its results are recorded and visible to the sparring participants. During sparring, participants may **mark the course of frames** (e.g. indicate what did not work out); these markings are used, among other things, to select exercises in training sessions (§ 15).
4. The rules for processing personal data in connection with the features referred to in this paragraph and in § 6 and § 7 are set out in the Privacy Policy.

§ 15. Automated selection of exercises

1. Within training sessions, the Service selects exercises in an automated manner, based on factors including the User's skill ranking (ELO), the history of results and the markings of the course of exercises and sparring.
2. This selection 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. Information about this mechanism is also provided in the Privacy Policy.

§ 16. Provider's intellectual property

1. The Service, its software, interface, the exercise database provided by the Provider, blog content, trademarks, logos and other Provider materials are legally protected and constitute the property of

the Provider or of entities from which the Provider has obtained the relevant rights.

2. Using the Service does not transfer any intellectual property rights to the User beyond the right to use the Services in accordance with the Terms and the selected Plan.

§ 17. Liability

1. The Provider is liable for the proper provision of the Services under the rules set out in the law and in the Terms.
2. Towards Consumers and PPK, the Provider's liability is shaped by mandatory provisions of law, including provisions on conformity of performance with the agreement; the provisions of the Terms do not limit or exclude these rights.
3. **Towards Entrepreneurs (B2B)**, to the fullest extent permitted by law: (a) the Provider's liability under warranty is excluded, (b) the 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 fees paid by the Entrepreneur in the 12 months preceding the event, and (c) liability for interruptions resulting from causes beyond the Provider's control is excluded. These limitations do not apply to damage caused intentionally.
4. The Provider is not liable for content posted by Users to the extent that such exclusion of liability is permitted by the DSA. The Provider is not a party to the relationship between the User and the Place with respect to Reservations (§ 7).

§ 18. Personal data

The controller of Users' personal data is the Provider. The rules for processing personal data, including 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.

§ 19. Changes to the Terms

1. The Provider may amend the Terms 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 Provider informs Users holding an Account of a change to the Terms **with appropriate advance notice** before the changes take effect, via a notice in the Service (including a notice displayed after logging in, indicating the day the changes take effect) or by email.
3. Until the day the change takes effect, the User is bound by the existing version of the Terms. **Continued use of the Service after the day the change takes effect constitutes acceptance of the amended Terms.** New Users are bound by the version in force 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 cease using the Service.

5. **Paid Plan (Premium):** changes do not affect rights acquired in 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 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 Provider may additionally ask the User for express confirmation of having read the changes; this does not affect the rule set out in paragraph 3.

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

1. A Consumer may use out-of-court methods of handling complaints and pursuing claims, including before provincial inspectorates of the Trade Inspection and permanent consumer arbitration courts, and may seek the assistance of a 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.

§ 21. Final provisions

1. The law applicable to the Terms 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 Provider's registered office. Disputes involving a Consumer are heard by the court determined under general provisions.
 3. If any provision of the Terms proves to be invalid or ineffective, this does not affect the validity of the remaining provisions.
 4. The binding version of the Terms is the Polish version. Versions in other languages are for information purposes only.
 5. The Terms are effective from the day indicated in the "Effective from" field.
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Annex No. 1 – Declaration when purchasing the Premium Plan (commencement of performance and loss of the right of withdrawal)

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

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

The financial consequences of earlier withdrawal (the obligation to pay for services performed up to the moment of withdrawal) are set out in § 9(4).