Terms of Service for the Provision of Cue Ball Network Services

Version: 5.1.0

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

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§ 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 22^1 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 and Tournaments).
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. **Tournament** – a billiard competition organized using the Service by a Tournament Organizer, covering in particular participant sign-ups, the schedule, the allocation of tables, the course of the competition stages and the recording of results and standings; a Tournament may be **public** or **private** (§ 8(7)).
15. **Tournament Organizer** – a User who creates a Tournament and manages its course, acting as a private individual or on behalf of an Organization. The Provider is not a Tournament Organizer.
16. **Participant** – a person taking part in a Tournament: a User who has signed up for the Tournament, or a person without an Account added to the Tournament by the Tournament Organizer.
17. **Entry fee** – a fee for participation in a Tournament, set and collected by the Tournament Organizer outside the Service.
18. **Plan** – a variant of access to Service features assigned to the User's personal Account: Trial, Free or Premium.
19. **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, Tournament names and descriptions, and other materials posted by the User.
20. **Coach** – a User to whom another User (Trainee) has granted access to their results and statistics under the rules set out in § 15.
21. **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) **tournaments** – tools for creating and running Tournaments and for taking part in them (§ 8); j) a **User profile** – presentation of data provided by the User, including the declared skill level and the Rating (§ 16), also made available as a **public profile** (§ 5(8)–(10)); k) 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, Tournaments) consist in **sharing the User's data with other Users, Places or — in the case of the public profile (§ 5(8) and (9)), public Tournaments and the presentation view (§ 8(7) and (8)) — an unlimited group of recipients**. 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 are available (including the blog, the Places database, **public User profiles — § 5(8) and (9)**, data of public Tournaments — i.e. lists of Participants, schedules, brackets and results — and the Tournament presentation view made available by the Tournament Organizer; § 8(7) and (8)).
5. The scope of features available under a given Plan is set out in § 9 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 § 20.

§ 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 — e.g. about invitations (including an **invitation to become friends**, § 6(3)), Reservations, Tournaments (including an upcoming Tournament, the start of a Participant's match and an invitation to a private Tournament), the course of sparring, Account status (including the scheduling, upcoming date and withdrawal of Account deletion) or document changes. Notifications may be delivered through various channels, in particular **within the Service (in-app notifications)**, **web push** and **email**; the Provider may make further channels available. The content of an in-app notification may also be opened via an individual link provided in an email message; **access to the content of a notification requires logging in to the Account to which it was addressed**. The User may manage notifications in the Account settings — separately for individual categories and channels, to the extent made available in the Service. Irrespective of those settings, the Provider may send communications necessary to perform the agreement or required by law (e.g. concerning security, settlements, Account deletion or changes to documents). Marketing notifications are separate and require separate, voluntary consent (§ 19 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, the user name presented by the sign-in provider, 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 § 14) 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.
7. **User name and first name and surname.** The User is identified in the Service by a **user name**, which they may change at any time in the Account settings. The use of certain Service features (including Reservations, the coach feature and Tournaments) involves providing a **first name and surname**. Once saved, the **first name and surname cannot be changed by the User within the Service**, of which the User is informed before providing them; rectification of incorrect data takes place upon request submitted to **contact@cueball.network**. 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 (para. 8), and in lists of Participants and Tournament results, including their public part (§ 8(7) and (8)).
8. **Public profile.** The Service makes the User's profile available at a **permanent, individual address (link)** which the User may copy and pass on. The profile includes in particular: the user name or first name and surname (para. 7), the avatar, information provided by the User in the profile (e.g. the cue used), the declared skill level and the Rating together with its corresponding level range — including for individual disciplines (§ 16), recently performed exercises, the history of participation in Tournaments together with places taken and match statistics, as well as information on roles held — including acting as a Coach (together with the number of Trainees and the date on which that function began) and as a Tournament Organizer at a given Club (together with the number of Tournaments organized). A shortened preview of the profile may also be presented in other views of the Service, in particular next to a Tournament Participant's data.
9. **Visibility of the public profile.** The profile referred to in para. 8 is **public by default — accessible without logging in to anyone who has the address, and it may be indexed by internet search engines**. The User may specify in the Account settings which elements of the profile remain public and which are visible only to their friends; the settings may be changed at any time and take effect for the future. **The Provider informs the User of the default public nature of the profile and of the ability to limit its visibility — no later than at the time of providing the first name and surname (para. 7) — and makes these settings available in the Service.** 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. Deleting the Account causes the Provider to cease making the profile available as of the moment the Account is deleted (§ 11(3)) — during the waiting period before deletion the profile is made available on the existing terms; this does not affect the rules on the record of the course of Tournaments (§ 8) or on published content (§ 13). The rules on the processing of personal data, including the right to object, are set out in the Privacy Policy.
10. **User search.** Profile data within its public scope may be presented in the User search in the Service. The Provider may 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 (§ 8(6)). Such a role is granted to the extent necessary for the given feature and does not include access to data other than that presented in the Service.

§ 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 (§ 9). **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 § 10 (no consumer right of withdrawal) and § 18 (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, opening a link, or an invitation sent from another User's profile — § 5(8)) and results in friends mutually viewing each other's results, statistics and rankings (including within the community dashboard and the friends' ranking). The invited User receives a notification (§ 4(4)) and may accept or decline the invitation; an invitation not handled within the period presented in the Service is deemed declined. In order to prevent abuse, the Provider **limits the number of invitations repeated to the same User** after they have been declined, to the extent presented in the Service. The Service **does not maintain global rankings** — comparative rankings exist only between friends and within structures that the User has voluntarily joined. This does not limit the rules on sharing Tournament data (§ 8(7) and (8)).
4. **Places.** The Service covers Places: billiard venues (Clubs) and Private Places. Data of Places presented in the database is informational. Within a Private Place, Users who have been granted access to it may use Service features (including Reservations) and view statistics within that Place.
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. **A Place may also entirely disable the submission of Reservations by Users via the Service.** The Provider does not guarantee the availability of a table or the execution of a Reservation by the Place.
5. Tables may be temporarily unavailable for Reservations due to a Tournament taking place at the given Place (§ 8(9)).
6. 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 non-attendance recorded for Reservations and in Tournaments), 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.
7. The Reservation feature is currently provided free of charge.

§ 8. Tournaments

1. **Nature of the feature.** The Service provides tools for creating Tournaments and managing their course (including sign-ups, confirmation of participation, configuration of stages and brackets, allocation of tables, recording of results and standings) and for taking part in Tournaments. **The organizer of a Tournament is the Tournament Organizer, not the Provider.** The Provider is not a party to the relationship between the Tournament Organizer and the Participants, nor between the Tournament Organizer and the Place; it does not set the rules or regulations of the Tournament, does not verify the Tournament Organizer's entitlements and does not supervise the course of play. The dates of a Tournament and the match schedule are presented in the **time zone indicated by the Tournament Organizer** in the Tournament configuration; the Service may additionally present them in the local time of the User's device.
2. **Responsibility of the Tournament Organizer.** By creating a Tournament, the User declares that they are entitled to organize it and assumes responsibility for: the rules and regulations of the

Tournament, the configuration of the Tournament (including its visibility, requirements as to Participants' level, invitations and making the presentation view available), the correct indication of the Tournament dates and of the applicable time zone, the correctness and reliability of the data and results entered, the admission, confirmation and exclusion of Participants, the arrangements with the Place regarding the provision of tables, settlements with Participants (including the Entry fee and any prizes), and the compliance of the Tournament with the law, including public-law and tax obligations. Claims related to the organization and course of a Tournament are to be addressed by the Participant to the Tournament Organizer.

3. **Entry fee.** The amount of the Entry fee (including where indicated in several currencies) presented in the Service is **for information only**; the Entry fee is set and collected by the Tournament Organizer **outside the Service**. **The Provider does not intermediate in payments** of the Entry fee, does not accept or hold funds, does not carry out settlements between the Tournament Organizer and Participants, and **is not responsible for refunding the Entry fee**, in particular where a Tournament is cancelled, deleted or does not take place. The payment status of a Participant recorded in the Service is solely information entered by the Tournament Organizer.
4. **Prizes.** The Service does not handle tournament prizes. Determining, awarding and settling any prizes, including the related tax obligations, remain solely with the Tournament Organizer.
5. **Prohibition of gambling.** It is prohibited to use the Tournament features to organize games of chance, betting, lotteries or other games referred to in the Act of 19 November 2009 on gambling. The Provider may remove a Tournament that breaches this prohibition and take action regarding the Account (§ 14).
6. **Sign-ups and participation.** A User signs up for a Tournament themselves; participation in the competition requires confirmation by the Tournament Organizer. Receiving an invitation to a private Tournament (paragraph 7) does not in itself mean participation — the User signs up for the Tournament themselves. **The Tournament Organizer may also enter into a Tournament a User found in the Service database** (§ 5(10)) or a person who does not hold an Account (paragraph 10). Entering a User by the Tournament Organizer **does not replace that User's participation in the competition** — the User is notified of the entry, may withdraw from participation, and may also report an irregularity under the rules set out in paragraph 17. The Tournament Organizer may limit sign-ups to Participants falling within indicated level (Rating) ranges (§ 16). Once a Tournament has started, the list of Participants is not supplemented. The Tournament Organizer may in particular record confirmation of participation, non-attendance, the payment status of the Entry fee and a temporary suspension of a Participant from subsequent matches, and may also cancel or delete the Tournament. A User may withdraw from participation before the Tournament starts; such withdrawal does not give rise to any settlement obligations on the part of the Provider (paragraph 3).
7. **Tournament visibility.** A Tournament is created as a **draft** — until it is launched by the Tournament Organizer it is not presented to other Users and does not allow sign-ups; **the Tournament is launched in a separate step, after it has been created**. When creating a Tournament, the Tournament Organizer determines its visibility, which takes effect from the moment the Tournament is launched: a) a **public Tournament** — Tournament data, in particular the name, Place, dates, the amount of the Entry fee, the list of Participants, the schedule, brackets,

match results and standings, together with the data identifying Participants within the scope presented in the Service (§ 5(7)), is **publicly available, including to persons without an Account, and may be indexed by internet search engines**. A public Tournament may be created only by a User holding, at the given Club, a role entitling them to organize Tournaments; b) a **private Tournament** — the Tournament is not presented in the public Tournament search, and its data 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; a private Tournament may be linked to a Place or created without indicating a Place. By signing up for a Tournament or taking part in it, the User acknowledges the scope of data sharing corresponding to the visibility chosen by the Tournament Organizer. The rules for the related processing of personal data, including the right to object, are set out in the Privacy Policy.

8. **Presentation view (tournament screen).** The Service may provide the Tournament Organizer with a separate address (link) presenting, on a screen at the Place, the current course of the Tournament — including the allocation of tables, the matches being played together with Participants' data within the scope presented in the Service, and their statuses. **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 and how to distribute the address and is responsible for this; the Provider does not control the group of persons to whom the address has been passed on. The presentation view may also include **informational and promotional content concerning the Service**, presented by the Provider between the information about the course of play; such content does not constitute commercial information addressed to an identified recipient and does not involve the use of technologies requiring consent (Cookie Policy).
9. **Tables and Reservations.** A Tournament may occupy designated tables at a Place for its duration; during that time those tables remain unavailable for Reservations by other Users, and releasing a table by the Tournament Organizer restores its availability. Occupying tables for the purposes of a Tournament **does not constitute a Reservation** and is not settled via the Service; the rules and financial terms of using the tables are agreed by the Tournament Organizer directly with the Place, outside the Service.
10. **Participants without an Account.** The Tournament Organizer may enter into a Tournament a person who does not hold an Account, by providing that person's first name and surname, **country** and information about their level (§ 16), and optionally also the **locality**. Such a person's data is stored in the Service as a **participant profile** and may be searched for and reused in subsequent Tournaments — **including by other Tournament Organizers** — in order to avoid duplicate entries concerning the same person and to ensure that results are attributed to the correct participant. A participant profile of a person without an Account **is not a public profile within the meaning of § 5(8)** and is not made available at a separate address; such a person's data is presented to the extent and under the rules applicable to the Tournament into which they were entered (paragraphs 7 and 8). The Tournament Organizer may also enter a Participant **for the purposes of a single Tournament only** — in that case no participant profile is created, and the data is neither stored in the set referred to in the preceding sentences nor used in subsequent Tournaments. Data entered by the Tournament Organizer may be corrected by that Organizer; rectification may also be requested from the Provider (§ 5(7)). The Tournament Organizer **declares that they are entitled to provide**

such data and to use it further in subsequent Tournaments, including to make it available in the Service to the extent indicated above, and that they have fulfilled the information obligation towards that person, and bears responsibility for the compliance of such action with personal data protection law. The rules for the processing of such data by the Provider are set out in the Privacy Policy.

11. **Merging participant profiles.** The Provider may **merge participant profiles of persons without an Account (paragraph 10) 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. Merging and linking result in 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 — in the case of linking with an Account — in the User's Rating (§ 16). These operations are performed exclusively by an **authorized employee of the Provider** and are logged. The User and the data subject may request that such an operation be performed or reversed, and that data be rectified, at **contact@cueball.network**; this does not limit the right to rectification of personal data or the right to object set out in the Privacy Policy.
12. **Results.** Tournament match results are recorded in the Service; they may be entered by the Tournament Organizer and, to the extent made available in the Service, also by a Participant holding an Account with respect to their own match — the Tournament Organizer may verify and correct them. Results may be taken into account in the skill ranking (ELO/Rating) of a Participant holding an Account — subject to § 16(5) — and in the automated selection of exercises (§ 16). A Participant's non-attendance recorded in a Tournament may be taken into account in the reliability assessment referred to in § 7(6).
13. **Closing a Tournament.** Once all matches have been played, the Tournament Organizer may close the Tournament; closing also occurs automatically after the lapse of the time set in the Tournament configuration, counted from its end (the permitted range of that time and the default value are presented in the Service). **After a Tournament has been closed, the results and competition data are no longer editable** and constitute the final record of the Tournament, and the resulting updates to the Rating and the final standings (paragraph 16) are determined. This does not limit the right to rectification of personal data (§ 5(7) and the Privacy Policy).
14. **Plan limits.** The scope of the Tournament features may depend on the Plan assigned to the personal Account (§ 9), in particular as regards the maximum number of Tournament Participants and the number of private Tournaments that may be created in a given period. The current limit values are presented in the Service, including in the Plan comparison; the Provider may change them subject to § 20.
15. The Tournament feature is currently provided free of charge, subject to the limits applicable to the Plan (paragraph 14).
16. **Final standings.** After a Tournament has been closed, the Service determines the **final standings in an automated manner**, on the basis of the Tournament's phase configuration and match results. More than one set of standings may be produced for a single Tournament — separately for individual competition paths (e.g. the main phase and a consolation tournament) — and the Tournament Organizer indicates the primary standings. Participants classified at the same level are given the same position in the standings. On the basis of the standings, Participants may be

assigned **points**, the value of which depends on the place taken and on the number of Tournament Participants; Participants classified at the same level receive the same number of points. The rules for determining the standings and points, including values configured by the Tournament Organizer, are presented in the Service. The standings and points concern the course of sporting competition; § 16(4) applies accordingly.

17. **Reporting irregularities.** A User and a data subject may report to the Provider an irregularity concerning a Tournament — in particular **being entered into a Tournament without the knowledge or consent of the person entered**, incorrect Participant data or an incorrect result. Reports are accepted through the feature made available in the Service and at **contact@cueball.network**; § 14 applies accordingly to their handling. The Provider may in particular remove a Participant from the Tournament, rectify data, limit the visibility of the Tournament or take action against the Tournament Organizer's Account.

§ 9. 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, including within the limits applicable to that 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 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, a lower limit on the number of Tournament Participants); c) **Premium** – paid access to the full scope of features without the limits applicable to the Free Plan or with higher limits, 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 the limits of individual Plans — including the limits of the Tournament features (§ 8(14)) — are presented in the Service, including in the Plan comparison, 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; submitting a request to delete the Account

also constitutes cancellation of the renewal (§ 11(4)). 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.

§ 10. 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.

§ 11. 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 § 10 and mandatory provisions of law, **does not entitle to a refund** of the fee for the current billing period for the unused part.
3. **Account deletion.** The User may at any time submit a request to delete the Account — in the Account settings or to **contact@cueball.network**; in the latter case the Provider, after verifying the User's identity, initiates the deletion of the Account under the same procedure. The Account is deleted after a **waiting period of at least 7 full days** from the submission of the request. The day of the Account's deletion is indicated in the Service and in the email confirming the submission of the

request, and on the day preceding the deletion the User receives a reminder. During the waiting period the Account remains fully active, and the User may **withdraw the request** at any time until the deletion of the Account begins; once the deletion has begun, logging in to the Account is not possible and the request cannot be withdrawn. The Account agreement is terminated **upon deletion of the Account**. Deletion of the Account is irreversible — logging in again via the same Google or Facebook account creates a new Account, without the data of the deleted Account. Deleting the Account does not affect settlement obligations arising up to the date of termination.

4. **Effects of a request to delete the Account.** a) **Premium Plan.** Submitting a request to delete the Account turns off the automatic renewal of the Premium subscription (§ 9(6)). Withdrawing the request restores renewal, unless during the waiting period the User changed that setting themselves, the subscription expired during the waiting period, or it is paid from the Billing profile of an Organization of which the User is no longer a Member. During the waiting period it is not possible to purchase, change or resume the Premium Plan, of which the User is informed before submitting the request. Upon deletion of the Account, an ongoing subscription expires immediately, **without a refund** of the fee for the unused part of the billing period (para. 2). However, if, despite the request having been submitted, a fee was charged for a billing period beginning after its submission (including after the deletion of the Account), the Provider **refunds that fee on request** submitted to **contact@cueball.network**; this does not apply to fees for billing periods that began before the request was submitted. b) **Tournaments.** Upon deletion of the Account, Tournaments created by the User as a Tournament Organizer that have not started are deleted, and Tournaments in progress are cancelled; the results of matches played remain a record of the course of play (§ 8). The User's entries in Tournaments that have not started are withdrawn, and in Tournaments in progress the User remains a Participant, presented as a deleted account. c) The scope of data deleted and retained after the deletion of the Account is set out in the Privacy Policy.
5. 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 § 14 (statement of reasons) and Consumer rights.

§ 12. 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 § 10 and also applies where the right of withdrawal has expired.
5. Complaints concerning the organization, course, results or settlements of a Tournament (including the Entry fee) are handled by the Tournament Organizer; this does not apply to complaints

concerning the operation of the Service itself.

§ 13. User Content and license

1. The User may create User Content, in particular exercises in the editor, ratings and reviews of Places, and Tournament names and descriptions. 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 § 14, as are Tournament names and descriptions.
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 § 14).
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 or upon deletion of the Account.

§ 14. 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, a rating or review of a Place, or Tournament data) 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.
8. A separate, supplementary reporting procedure applies to reporting irregularities concerning Tournaments (§ 8(17)) and data presented in a public profile (§ 5(8) and (9)). Such reports are handled in accordance with paragraphs 4–6.

§ 15. 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 (§ 16).

4. The rules for processing personal data in connection with the features referred to in this paragraph and in § 6, § 7 and § 8 are set out in the Privacy Policy.

§ 16. Skill ranking (Rating) and automated features

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 (including the results of tournament matches) and the markings of the course of exercises and sparring.
2. **Rating.** The Service maintains a skill ranking of the User (the **Rating**), whose initial value may result from the level declared by the User in their profile and which subsequently changes on the basis of matches played; changes resulting from a Tournament are taken into account after it has been closed (§ 8(13)). The Rating and the corresponding level range (e.g. beginner, amateur, advanced) may be presented in the **User's public profile (§ 5(8) and (9))** and alongside their data within Service features, including in public lists of Participants and in the results of public Tournaments (§ 8(7)).
3. **Use of the Rating in Tournaments.** The Rating may be used in an automated manner to seed Participants in the first stage of a Tournament (with the possibility of taking additional criteria into account, e.g. regional or club affiliation), 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 (§ 8(6)).
4. The mechanisms referred to in paragraphs 1–3 serve to tailor the training and the course of sporting competition and **do not produce legal effects concerning the User or similarly significantly affect them** within the meaning of Article 22 GDPR. Information about these mechanisms is also provided in the Privacy Policy.
5. **Tournaments taken into account in the Rating.** The Rating takes into account the results of matches played in **Tournaments organized at Clubs** (official Tournaments). The results of Tournaments created without a link to a Club **do not affect the Rating**; they are recorded as a record of the course of competition and may be presented in the standings of the given Tournament and in the User's profile (§ 5(8) and (9)).

§ 17. 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.

§ 18. 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), nor to relationships connected with the organization and course of a Tournament (§ 8).

§ 19. 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.

§ 20. 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**, subject to paragraph 4. 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. To meet this deadline, it is sufficient to **submit a request to delete the Account before the day the changes take effect**, even if the Account is deleted after that day (§ 11(3)). In such a case, until the Account is deleted the User is bound by the existing version of the Terms, and use of the Service during the waiting period before

the Account is deleted — including closing or confirming the notice of the change — **does not constitute acceptance** of the amended Terms. Withdrawing the request to delete the Account after the day the changes take effect constitutes acceptance of the amended Terms.

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.

§ 21. 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.

§ 22. 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.

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 § 10(4).