Privacy Policy of the Online Store www.namalujse.pl

This is an English translation of the Polish Privacy Policy (Polityka prywatności). If the two versions differ, the Polish version applies.

1. General provisions

1.1. This Privacy Policy of the Online Store is for information only. It does not create obligations for Service Users or Customers of the Online Store. It explains mainly how the Controller processes personal data in the Online Store: the legal grounds, purposes and scope of processing, the rights of the people whose data is processed, and how the Online Store uses cookies and analytics tools. This Policy also covers data given when booking tables, workshops and events at Namalujse Café - Paint & Coffee.

1.2. The controller of personal data collected through the Online Store is Benjamin Koziołek, a sole trader doing business as BENJAMIN KOZIOŁEK B.K. GAMES & FUN, registered in the Polish Central Register of Business Activity (CEIDG). Business address and address for letters: ul. Karmelicka 50/2, 31-128 Kraków, Poland. Tax ID (NIP): 6751681498. Business ID (REGON): 381981103. Email: namalujsecafe@gmail.com. In this Policy he is called the “Controller”. He is also the Service Provider of the Online Store and the Seller.

1.3. The Controller processes personal data in line with the law, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), called “GDPR” in this Policy. Official text of the GDPR: http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32016R0679

1.4. Using the Online Store, including buying and booking, is voluntary. Giving your personal data is also voluntary, with two exceptions: (1) making contracts with the Controller – if you do not give the personal data needed to make and carry out a Sales Contract, a booking or a contract for an Electronic Service, in the cases and to the extent described on the Online Store website, in the Terms and Conditions and in this Policy, the contract cannot be made. In this case giving data is a contractual requirement: if you want to make the contract, you must give the required data. The data needed for each contract is always shown in advance on the Online Store website and in the Terms and Conditions; (2) the Controller’s legal obligations – giving personal data is required by law when the law obliges the Controller to process it (for example, to keep tax or accounting records). If you do not give this data, the Controller cannot meet these obligations.

1.5. The Controller takes special care to protect the interests of the people whose data it processes. In particular, it is responsible for making sure that the data it collects is: (1) processed lawfully; (2) collected for specific, lawful purposes and not processed later in a way that does not fit these purposes; (3) correct and relevant to the purposes for which it is processed; (4) kept in a form that identifies people for no longer than needed for the purpose; and (5) processed securely, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using suitable technical and organisational measures.

1.6. Taking into account the nature, scope, context and purposes of processing, and the risks to people's rights and freedoms, the Controller uses suitable technical and organisational measures to make sure that processing follows the GDPR and to be able to prove this. These measures are reviewed and updated when needed. The Controller uses technical measures to prevent unauthorised people from obtaining or changing personal data sent electronically.

1.7. Words and phrases in this Policy that start with a capital letter (for example Seller, Online Store, Electronic Service) have the meaning given in the Terms and Conditions of the Online Store, available on the Online Store website.

2. Legal grounds for processing

2.1. The Controller may process personal data only when, and only to the extent that, at least one of these conditions is met: (1) the person has agreed to the processing of their personal data for one or more specific purposes; (2) processing is needed to carry out a contract with the person, or to take steps at their request before making a contract; (3) processing is needed to meet a legal obligation of the Controller; or (4) processing is needed for the legitimate interests of the Controller or a third party, unless these interests are overridden by the interests or fundamental rights and freedoms of the person that require protection of personal data, especially when the person is a child.

2.2. The Controller always needs at least one of the grounds listed in point 2.1 to process personal data. The specific grounds for processing the data of Service Users and Customers of the Online Store are listed in the next section, for each purpose of processing.

3. Purposes, legal grounds and storage periods

3.1. The purpose, legal ground, storage period and recipients of personal data processed by the Controller always depend on what the Service User or Customer does in the Online Store, or on what the Controller does.

3.2. The Controller may process personal data in the Online Store for the following purposes, on the following legal grounds and for the following periods:

Purpose of processing	Legal ground	How long the data is kept
Carrying out a Sales Contract, a booking (table, workshop or event) or a contract for an Electronic Service, or taking steps at the person's request before making such a contract	Article 6(1)(b) GDPR (contract) – processing is needed to carry out a contract with the person, or to take steps at their request before making a contract	For as long as needed to carry out, end or otherwise complete the Sales Contract, booking or contract for an Electronic Service.
Direct marketing	Article 6(1)(f) GDPR (legitimate interest) – processing is needed for the Controller's legitimate interests: protecting its interests and good image, the image of its Online Store and café, and selling Products	For as long as the Controller's legitimate interest exists, but no longer than the limitation period for the Controller's claims against the person in connection with its business. Limitation periods are set by law, in particular the Civil Code (the basic period for business-related claims is three years, and for sales contracts two years). The Controller cannot process data for direct marketing if the person has validly objected to it.
Marketing	Article 6(1)(a) GDPR (consent) – the person has agreed to the processing of their personal data for the Controller's marketing	Until the person withdraws their consent to further processing for this purpose.
The Customer giving their opinion about a Sales Contract or a visit to the café	Article 6(1)(a) GDPR (consent) – the person has agreed to the processing of their personal data to give an opinion	Until the person withdraws their consent to further processing for this purpose.

Purpose of processing	Legal ground	How long the data is kept
Keeping tax or accounting records	Article 6(1)(c) GDPR together with Article 86 § 1 of the Polish Tax Ordinance Act or Article 74(2) of the Polish Accounting Act – processing is needed to meet a legal obligation of the Controller	For the period required by law: tax records until the tax liability expires (unless tax laws say otherwise); accounting records for 5 years from the start of the year after the financial year the data relates to.
Establishing, pursuing or defending claims by or against the Controller	Article 6(1)(f) GDPR (legitimate interest) – processing is needed for the Controller's legitimate interest in establishing, pursuing or defending claims by or against it	For as long as the Controller's legitimate interest exists, but no longer than the limitation period for claims against the Controller (the basic period is six years).
Using the Online Store website and making sure it works properly	Article 6(1)(f) GDPR (legitimate interest) – processing is needed for the Controller's legitimate interest in running and maintaining the Online Store website	For as long as the Controller's legitimate interest exists, but no longer than the limitation period for the Controller's claims against the person in connection with its business (basic period: three years; for sales contracts: two years).
Statistics and analysis of traffic in the Online Store	Article 6(1)(f) GDPR (legitimate interest) – processing is needed for the Controller's legitimate interest in keeping statistics and analysing traffic in the Online Store, to improve it and increase sales of Products	For as long as the Controller's legitimate interest exists, but no longer than the limitation period for the Controller's claims against the person in connection with its business (basic period: three years; for sales contracts: two years).

3.3. Image of special event participants. During special events at Namalujse Café - Paint & Coffee, the Controller may record participants' image in photos and videos and use them for promotion and marketing, in particular on www.namalujse.pl, on social media and in advertising materials. The legal ground is the participant's consent (Article 6(1)(a) GDPR,

together with Article 81 of the Polish Copyright and Related Rights Act), given under section 10 of the Terms and Conditions. The data is kept until consent is withdrawn. Consent can be withdrawn at any time by writing to namalujsecafe@gmail.com. Withdrawing consent does not affect the lawfulness of processing carried out before it was withdrawn. Recipients of this data may include a photographer or videographer working for the Controller and the providers of the social media platforms where the materials are published.

4. Who receives the data

4.1. To run the Online Store properly, including carrying out Sales Contracts and bookings, the Controller needs to use outside service providers (for example a software provider, a booking system, a courier or a payment provider). The Controller uses only processors that give sufficient guarantees that they apply suitable technical and organisational measures, so that processing meets the GDPR and protects people's rights.

4.2. The Controller does not pass data in every case or to every recipient or type of recipient listed in this Policy. It passes data only when this is needed for a specific purpose, and only to the extent needed. For example, if the Customer picks up their order in person at the café, their data is not passed to a carrier.

4.3. Personal data of Service Users and Customers may be passed to these recipients or types of recipients:

- **carriers, freight forwarders, courier brokers, and companies that run a warehouse and/or shipping** – if the Customer chooses delivery by post or courier, the Controller passes the Customer's data to the chosen carrier, forwarder or broker that ships parcels for the Controller, and, if the parcel is sent from an outside warehouse, to the company running the warehouse and/or shipping, to the extent needed to deliver the Product.
- **online and card payment providers** – if the Customer pays online or by card, the Controller passes the Customer's data to the chosen payment provider working for the Controller, to the extent needed to process the payment.
- **providers of technical, IT and organisational solutions** that allow the Controller to run its business, including the Online Store and its Electronic Services (in particular providers of online store software, the online booking system, email and hosting, and business management and technical support software) – the Controller passes the Customer's data to the chosen provider working for it only when and to the extent needed for a purpose described in this Policy.
- **accounting, legal and advisory service providers** (in particular an accounting office, a law firm or a debt collection company) – the Controller passes the Customer's data to the chosen provider working for it only when and to the extent needed for a purpose

described in this Policy.

- **Meta Platforms Ireland Ltd. (formerly Facebook Ireland Ltd.)** – the Controller uses Facebook social plugins on the Online Store website (for example the Like and Share buttons, or logging in with Facebook). Because of this, it collects and shares personal data of Service Users visiting the website with Meta Platforms Ireland Ltd. (4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland), to the extent and under the privacy rules available here: https://www.facebook.com/about/privacy/. This data includes information about activity on the Online Store website – such as device information, pages visited, purchases, ads shown and how services are used – whether or not the Service User has a Facebook account and is logged in to it.

5. Profiling

5.1. The GDPR requires the Controller to tell people about automated decision-making, including profiling, referred to in Article 22(1) and (4) GDPR, and – at least in those cases – to give useful information about how such decisions are made and what they mean and may lead to for the person. For this reason, the Controller gives information about possible profiling in this section.

5.2. The Controller may use profiling in the Online Store for direct marketing. Decisions based on profiling do not decide whether a Sales Contract or booking is made or refused, or whether a person can use the Electronic Services. Profiling may result, for example, in giving a person a discount, sending them a discount code, reminding them about an unfinished purchase or booking, suggesting a Product that may match their interests or preferences, or offering better terms than the standard offer. Even with profiling, the person decides freely whether to use the discount or better terms and make a purchase.

5.3. Profiling in the Online Store means automatically analysing or predicting a person's behaviour on the Online Store website, for example when they add a Product to the cart, view a Product page, or based on their past purchases. Profiling is possible only if the Controller has the person's personal data, so that it can then send them, for example, a discount code.

5.4. You have the right not to be subject to a decision based only on automated processing, including profiling, that has legal effects on you or affects you in a similarly significant way.

6. Your rights

6.1. **Right of access, correction, restriction, deletion and data portability** – you have the right to ask the Controller for access to your personal data, to have it corrected or deleted ("the right to be forgotten"), or to have its processing restricted. You also have the right to

object to processing and the right to data portability. The detailed conditions for these rights are in Articles 15–21 GDPR.

6.2. **Right to withdraw consent at any time** – if the Controller processes your data based on your consent (Article 6(1)(a) or Article 9(2)(a) GDPR), you can withdraw your consent at any time. This does not affect the lawfulness of processing carried out before you withdrew it.

6.3. **Right to complain to a supervisory authority** – you have the right to complain to a supervisory authority, in the way set out in the GDPR and Polish law, in particular the Polish Personal Data Protection Act. The supervisory authority in Poland is the President of the Personal Data Protection Office (Prezes Urzędu Ochrony Danych Osobowych, UODO).

6.4. **Right to object** – you have the right to object at any time, for reasons connected with your particular situation, to processing of your personal data based on Article 6(1)(e) (public interest or public tasks) or (f) (legitimate interest of the controller), including profiling based on these provisions. The Controller must then stop processing this data, unless it can show compelling legitimate grounds that override your interests, rights and freedoms, or the data is needed to establish, pursue or defend legal claims.

6.5. **Right to object to direct marketing** – if your personal data is processed for direct marketing, you have the right to object at any time to this processing, including profiling to the extent it is connected with direct marketing.

6.6. To use the rights described in this section, you can contact the Controller in writing or by email at the address given at the start of this Policy, or use the contact form on the Online Store website.

7. Cookies and analytics

7.1. Cookies are small text files sent by a server and saved on the device of the person visiting the Online Store website (for example on the hard drive of a computer or laptop, or on the memory card of a smartphone, depending on the device used). More information about cookies, including their history, is available, for example, here: https://en.wikipedia.org/wiki/HTTP_cookie.

7.2. The Controller may process data stored in cookies while visitors use the Online Store website for these purposes:

- recognising Service Users as logged in to the Online Store and showing that they are logged in;
- remembering Products added to the cart so that an Order can be placed;
- remembering data entered in Order Forms, booking forms, surveys or login details;

- adapting the Online Store website to each Service User's preferences (for example colours, font size, page layout) and making the website easier to use;
- keeping anonymous statistics on how the Online Store website is used;
- remarketing, which means studying how visitors behave by anonymously analysing their actions (for example repeated visits to certain pages, keywords, etc.), in order to create their profile and show them ads that match their expected interests, also when they visit other websites in the advertising networks of Google Ireland Ltd. and Meta Platforms Ireland Ltd.

7.3. Most web browsers accept cookies by default. You can set your own rules for cookies in your browser settings. This means you can, for example, partly limit (for example for a time) or fully turn off cookies. If you turn them off fully, some features of the Online Store may not work (for example, it may not be possible to complete an Order because Products in the cart are not remembered between steps).

7.4. Your browser's cookie settings matter for your consent to the use of cookies by the Online Store – under the law, this consent can also be given through browser settings. If you do not agree, change your browser's cookie settings.

7.5. Detailed information on how to change cookie settings and delete cookies in the most popular browsers (Chrome, Firefox, Opera, Safari, Microsoft Edge) is available in each browser's help section.

7.6. The Controller may use Google Analytics in the Online Store, provided by Google Ireland Limited (Gordon House, Barrow Street, Dublin 4, Ireland). This service helps the Controller keep statistics and analyse traffic in the Online Store. The data is used to create statistics that help run the Online Store and analyse its traffic. This data is aggregated. Through this service, the Controller collects data such as where visitors come from and through which channel, how they behave on the website, which devices and browsers they use, IP address and domain, location data, demographic data (age, gender) and interests.

7.7. You can easily block Google Analytics from collecting information about your activity on the Online Store website, for example by installing the browser add-on provided by Google Ireland Ltd.: https://tools.google.com/dlpage/gaoptout.

7.8. The Controller may use the Meta Pixel (formerly Facebook Pixel) in the Online Store, provided by Meta Platforms Ireland Limited (4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland). This service helps the Controller measure how well ads work, learn what visitors do in the Online Store, and show them matching ads. More information about how the Pixel works: https://www.facebook.com/business/help/742478679120153.

7.9. You can manage the Meta Pixel through the ad settings in your Facebook account: https://www.facebook.com/ads/preferences/.

8. Final provisions

8.1. The Online Store may contain links to other websites. The Controller encourages you to read the privacy policies of those websites when you visit them. This Privacy Policy applies only to the Controller’s Online Store.