

PRIVACY POLICY

The Privacy Policy is a document related to the Publisher Terms and Conditions (https://app.linkhouse.net/storage/static-files/pl_publisher_rules.pdf), Advertiser Terms and Conditions (https://app.linkhouse.net/storage/static-files/pl_advertiser_rules.pdf) and Domain Terms and Conditions (https://app.linkhouse.net/storage/static-files/pl_domains_terms.pdf) (jointly "Terms and Conditions"). Definitions of the terms used in the Privacy Policy were included in the Terms and Conditions. The provisions of the Terms and Conditions are applied accordingly to the Privacy Policy.

The Privacy Policy is for information purposes and serves satisfaction of the disclosure requirements imposed on the data controller under the GDPR, i.e. Regulation (EU) 2016/679 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).

Anyone who uses the Linkhouse Platform should become acquainted with the Privacy Policy. The Privacy Policy determines the rules for processing the personal data of persons using the Platform and using cookie files used in connection with the Platform operation.

1. PERSONAL DATA CONTROLLER

- 1.1 The controller of personal data is Grupa KBR Chlewiński & Kozłowski Group S.K.A., with its registered office in Katowice (40-008), ul. Warszawska 40/2A, entered in the register of entrepreneurs of the National Court Register (KRS) under number KRS: 0000940617, Tax Identification Number NIP: 6342871729, National Business Registry Number REGON: 3653108120 ("Service Provider").
- 1.2 The data subject, including in particular the User, may contact the Service Provider as the personal data controller by sending a message to the e-mail address **support@linkhouse.net**.

2. DATA PROCESSING METHOD

- 2.1. The Service Provider may process, in particular, the following categories of personal data: i) first name; ii) last name; iii) company name; iv) position; v) place of employment; vi) e-mail address; vii) phone number; viii) bank account number; ix) NIP number; x) REGON number; xi) IP address; xii) identifiers installed on the User's device (cookies); xiii) information on consents granted and the User's preferences; ix) User ID and nickname in social media channels, other information available on the User profile used to interact with the Service Provider's account.
- 2.2. The Service Provider may process the personal data of the following categories of data subjects: the Users, representatives (agents, employees, associates) of the Users.
- 2.3. Providing personal data is voluntary but failure to provide the personal data marked in the form as obligatory will prevent, among other things, the conclusion of the Agreement and the provision of the Services.
- 2.4. Personal data of the Users will be processed for the following purposes:

purpose	scope of data	legal basis	processing period
providing access to the Platform	IP address	Article 6(1)(b) of the GDPR – processing is necessary for the performance of the Agreement to which the data subject is a party or undertaking actions upon request of the data subject prior to the conclusion of the Agreement	until the lapse of the period of limitation of claims connected with making the Platform available to the data subject
concluding the agreement between the Service Provider and the User	e-mail address, first and last name, business name, position, NIP number,	Article 6(1)(b) of the GDPR – as above	until the lapse of the period of limitation of claims connected with making the Application available to the data

	REGON number, phone number		subject in the scope of the possibility to log in
enabling logging in and access to the Platform functionalities available after logging in	first and last name, e-mail address, phone number, position	Article 6(1)(b) of the GDPR – as above	until the lapse of the period of limitation of claims resulting from the Agreement
issuing accounting documents, keeping books of account	first and last name, e-mail address, bank account number, business name, NIP number, REGON number,	Article 6(1)(c) of the GDPR – implementation of legal provisions	for the term for which accounting documents have to be kept as prescribed by legal provisions
contacting Users on current issues, including responding to Users' messages	first and last name, position, business name, place of employment, e-mail address, phone number, position	Article 6(1)(f) of the GDPR – legitimate interest of the Service Provider as the data controller that consists in contacting on current issues, including responding to Users' messages	as long as the contact continues or until the data cease to be useful
sending newsletter	e-mail address, first and last name, position	Article 6(1)(f) of the GDPR – legitimate interest of the Service Provider as the data controller that consists in informing about its current activities	Until the data cease to be useful or the User objects
handling reports regarding illegal content	first and last name, e-mail address, other data voluntarily provided by the person reporting illegal content in the form	Article 6(1)(f) of the GDPR – legitimate interest of the Service Provider as the data controller that consists in informing about handling reports regarding illegal content	until the report is fully verified
analysing website traffic trends, improving the overall functionality of the website	IP address; cookies to which the User has consented	Article 6(1)(a) of the GDPR – consent given by the data subject (expressed as part of the functionalities of the cookie banner)	until the data cease to be useful or the User withdraws the consent
verifying the scope of consents given by the User	IP address; combinations of letters and characters relating to the User's consents and preferences	Article 6(1)(f) of the GDPR – legitimate interest of the Service Provider as the data controller that consists in verifying the User's consents and preferences and ensuring the legality of its actions in relation to the consents and preferences provided	for the duration of the consents and preferences given/selected by the User
conducting marketing activities by the Service Provider and	IP address,	Article 6(1)(a) of the GDPR – consent given by the data subject	until the data cease to be useful or the User withdraws the consent

its partners using cookies	cookies to which the User has consented	(expressed as part of the functionalities of the cookie banner)	
adapting the Platform to the User's preferences	IP address, cookies to which the User has consented	Article 6(1)(a) of the GDPR – consent given by the data subject (expressed as part of the functionalities of the cookie banner)	until the data cease to be useful or the User withdraws the consent
monitoring the User's activities within his/her panel on the Platform (except in areas where the User may enter personal data)	IP address, cookies to which the User has consented	Article 6(1)(a) of the GDPR – consent given by the data subject (expressed as part of the functionalities of the cookie banner)	until the data cease to be useful or the User withdraws the consent
maintaining social media accounts, interacting with other users (initiating contact with the Service Provider via social media)	user ID, name, surname, nickname, other data published by the User on their profile, available to the Service Provider Article	Article 6(1)(f) of the GDPR - legitimate interest of the Service Provider as a controller consisting in maintaining accounts on social media channels such as Facebook, Instagram, LinkedIn and interacting with persons who initiated contact with the Service Provider on a given social media channel	until the end of the interaction or until the User objects
handling of reports regarding so-called illegal content	name and surname or company name, e-mail address, information about the Platform Account	Article 6(1)(c) of the GDPR in connection with art. 9 of the Digital Services Act – fulfillment of legal obligations	for the duration of the report processing and the reporting period for the processing of the report

- 2.5. If the Service Provider is advised that the relevant person uses the Services or the Platform functionalities in violation of generally applicable legal provisions, then the Service Provider may process the User's personal data in a scope required for establishing his/her liability and seeking claims against that User.
- 2.6. The Service Provider does not transfer the Users' personal data to third countries, that, is beyond the European Economic Area.
- 2.7. The Service Provider does not carry out automated decision-making based on the processed personal data. The User may be subject to profiling to enable presenting him/her with a dedicated marketing offer. The User may file a complaint to the extent to which he/she is subject to profiling.

3. RECIPIENTS OF DATA

- 3.1. The Service Provider may entrust the processing of personal data to third parties for the purpose of performing the activities indicated in the Terms and Conditions. The recipients of the data of the persons mentioned in the preceding sentence may involve in particular: the provider of hosting for the Platform, e-mail operator, software development company, accounting firm, law firm, entities providing cloud and other solutions used by the Service Provider in its current operations that involve personal data processing.

- 3.2. The personal data collected by the Service Provider may also be disclosed to competent state bodies or institutions (law enforcement authorities, courts, security service) authorised to gain access to them on the basis of generally applicable legal provisions, or other persons and entities – in the cases prescribed by generally applicable legal provisions.
- 3.3. Each entity to which the Service Provider transfers personal data for processing on the basis of a personal data transfer agreement (“Data Transfer Agreement”) guarantees an adequate level of security and confidentiality of the processing of personal data. An entity processing personal data on the basis of the Data Transfer Agreement may process personal data through another entity only upon prior consent of the Service Provider.
- 3.4. Personal data may be disclosed to unauthorised entities under the Privacy Policy only upon prior written consent of the data subject.

4. RIGHTS OF DATA SUBJECT

- 4.1. Each data subject has the right to (a) delete the collected personal data referring to him/her both from the system belonging to the Service Provider as well as from bases of entities that have co-operated with the Service Provider, (b) restrict the processing of data, (c) portability of the personal data collected by the Service Provider and referring to the relevant person, in this to receive them in a structured form, (d) request the Service Provider to enable him/her access to his/her personal data and to rectify them, (e) object to personal data processing, (f) withdraw the consent towards the Service Provider at any time without affecting the legality of the personal data processing carried out on the basis of the consent before it is withdrawn, (g) lodge a complaint about the Service Provider to the supervisory authority (President of the Personal Data Protection Office).
- 4.2. If we carry out processing activities on the basis of the data subject's consent, this consent may be withdrawn at any time, without affecting the legality of processing carried out before the consent was withdrawn. To withdraw consent, the User should change the cookie settings or send an e-mail to support@linkhouse.net.

5. OTHER DATA

- 5.1. The Service Provider may store http enquiries, therefore the files containing web server logs may store certain data related to the Users, including the name of the User's station – identification through http protocol, date and system time of registration in the Application and receipt of the enquiry, number of bytes sent by the server, the URL address of the site visited by the User before (if the User entered the Application through a link), information concerning the User's browser, information concerning errors occurred by the realization of the http transaction. Only persons authorised to administer the IT system have access to the data referred to above. Such information and its summary do not identify the User.

6. SECURITY

- 6.1. The Service Provider takes care of the security of personal data. For this purpose, the Service Provider has implemented appropriate safeguards and means of protection of personal data, taking into account risks connected with personal data processing processes. In particular, the Service Provider applies technological and organisational means in order to secure personal data against being disclosed to unauthorised persons, taken over by an unauthorised person, changed, lost, damaged or destroyed, as well as processed in violation of the GDPR by using, among other things, SSL certificates. The compilations of the personal data collected by the Service Provider are stored on secured servers, moreover, personal data are also secured by internal procedures of the Service Provider related to the processing of personal data and information security policy.
- 6.2. Irrespective of the foregoing, the Service Provider states that using the Internet and services provided by electronic means may pose a threat of malware breaking into the ICT system and device of the relevant person, as well as a third party gaining access to data, including personal data. In order to minimise such threats, each person should use appropriate technical safeguards (antivirus programs) or programs securing identification on the Internet.

7. COOKIES

- 7.1. In order to ensure the correct operation of the Platform, the Service Provider uses cookies (“Cookies”). Cookies are text information recorded on the User's device (computer tablet, smartphone) that may be read by the ICT system of the Application or third parties.

- 7.2. The Service Provider uses the following Cookies: (a) session Cookies, which are permanently deleted upon closing the session of the User's browser.
- 7.3. It is not possible to determine the identity of a given person or otherwise identify him/her on the basis of Cookies. Cookies prevent the collection of any personal data.
- 7.4. Files generated directly by the Service Provider may not be read by other websites.
- 7.5. The Service Provider uses only the Cookies necessary to ensure the proper display of the Application and to provide its functionalities to particular persons. These Cookies are mandatory, and the use of them by the Service Provider does not require consent or any other action by the respective user of the Application.
- 7.6. The User may individually change the Cookie settings at any time, stating the conditions of their storage, through the Internet browser settings.
- 7.7. The User may individually disable storing Cookies on his/her device at any time in accordance with the instructions of the Internet browser producer, but this may disable certain parts of or the entire operation of the Application.
- 7.8. Details concerning Cookie support are available in the settings of the browser used by the relevant person.
- 7.9. As part of the banner provided within the Platform, the User has the option to consent to particular types of Cookies. Within this banner, the User may also learn about the types of Cookies that are used on the Platform, as well as verify which specific Cookies are used and who their provider is.

8. FINAL PROVISIONS

- 8.1. The Privacy Policy comes into force on 20.03.2025.