

PRIVACY AND COOKIES POLICY

On behalf of sun.store S.A., we would like to inform you that the protection of your personal data is very important to us and we care about the privacy of all people who use our services.

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation) we inform you about issues related to the processing of personal data.

I. DEFINITIONS

CONTROLLER

sun.store spółka akcyjna, with its registered office in Warsaw (Twarda 18 St., 00-105 Warsaw), entered in the register of entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS no.: 0000938562, Tax ID no. (NIP): 5252889122 and REGON no.: 520730180, share capital of PLN 176,146.00 fully paid,

DATA

Information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data or an Internet identifier;

EEA

European Economic Area, a zone that includes the countries of the European Union as well as Iceland, Liechtenstein and Norway;

COOKIES

Small computer files that are stored on the User's device when using the Portal and that enable the collection of information about the User's activities on the Portal (including information about logging into the Account). Cookies may come from the Controller or from third parties.

PRIVACY POLICY

This Privacy Policy, which defines the rules for the processing of the Data of the Users of the Portal;

PORTAL

Online marketplace run by the Controller, on sun.store;

ACCOUNT

User's individual account on the Portal, which allows using the Portal, including buying and selling (concluding contracts);

DATA PROCESSING

Any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation

	or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or
GDPR	combination, restriction, erasure or destruction; Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation);
SALES CONTRACTS	Sale and purchase agreements concluded between Users within the functionality of the Portal. The basic rules governing the conclusion of sales contracts are set out in the terms and conditions available at https://storage.sun.store/files/250707_sun.store_termsandconditions.pdf ; The Controller may be a party to the Sales Contracts if it makes sales on its own behalf through the Portal;
SERVICE CONTRACT	Agreement on the provision of electronic services concluded between the Controller and the User. The detailed terms of the Service Contract are set out in the terms and conditions, available at https://storage.sun.store/files/250707_sun.store_termsandconditions.pdf ;
USER	A natural person or legal entity that creates an account or has an account on the Portal.
USER REPRESENTATIVE	A person who uses the Account or the Portal on behalf of the User;

II. BASIC INFORMATION

Who is the controller of your data?

sun.store S.A. is the Controller of your Data.

The Controller has appointed a data protection officer.

The Controller and data protection officer may be contacted in relation to the Data processing:

- a) electronically, by e-mail GDPR@sun.store
- b) by post, to the following address: sun.store S.A., Twarda 18 St., 00-105 Warsaw

III. THE PROCESSING OF THE USERS' DATA

What User Data does the Controller process?

1. The Controller may obtain and process, among other things, the following types of Data and other information about Users and User Representatives:
 - a) name;
 - b) email address;
 - c) telephone number;
 - d) address details;
 - e) information about the employer or company the User Representative works for;
 - f) unique numbers issued by government authorities to identify natural persons;
 - g) the User and the User Representative location data;
 - h) information on the User's history of activities on the Portal (including purchases and sales made);
 - i) information collected in Cookies;
 - j) information about payments made, including bank account numbers;
 - k) information about the devices used to use the Portal, including IP numbers and identification numbers of the devices used by the User.
2. The scope of the Data processed may vary significantly depending on the User's organisational form. For some Users, the scope of the Data processed will not include most of the categories listed above.
3. In connection with the use of the Portal and the performance of the concluded Service Contract, the Controller may also obtain other Data from the User.

For what purpose and on what basis does the Controller process data?

- a) in order to perform the Service Contract or Sales Contract – including enabling the User to register and use the Account and the Portal - Article 6(1)(b) GDPR;
- b) in order to perform the Service Contract or Sales Contract- including enabling the User's Representatives to register the User and use the Account and the Portal - Article 6(1)(f) GDPR);
- c) to verify the User and the actions of the User (User's Representative) on the Platform - Article 6(1)(b) GDPR;
- d) to fulfil legal obligations incumbent upon the Controller, in particular administrative and tax obligations - Article 6(1)(c) of the GDPR;
- e) to enable the User to conclude Sales Contracts through the Portal - Article 6(1)(b) GDPR;
- f) to establish contact with the User in connection with the User's expression of will through the contact form - Article 6(1)(a) GDPR;

- g) for marketing purposes carried out through the Controller newsletter sent to the e-mail address provided by the User, the User's representative or any other person - Article 6(1)(a) GDPR;
- h) for marketing purposes carried out in the interest of the Controllers, the data may be used in connection with the promotion of the Controllers' services - Article 6(1)(f) GDPR;
- i) for analytical purposes related to the monitoring of the operation and development of the Portal, in particular through the collection of statistical data, testing and introduction of new functionalities - Article 6(1)(f) GDPR;
- j) for the purpose of establishing, investigating or defending against claims in connection with the activities of the Portal and in connection with sales made - Article 6(1)(f) GDPR;
- k) for the purpose of providing additional services by the Controller based on the separate consent of the User or a separate agreement - Article 6(1)(a) GDPR or Article 6(1)(b) GDPR.

How long will the Data be processed?

The Data will be processed for the time necessary for the purposes of the processing, but no longer than:

- a) for the purpose of performing the Service Contract or Sales Contract - until the termination of the Service Contract, but at least until the statute of limitations for possible claims has expired or at least for the period required by applicable law, whichever is longer;
- b) for the purpose of verification of Users and their activities on the Platform - for the period of time necessary to carry out the verification, but no longer than until the statute of limitations for possible claims has expired;
- c) in order to fulfil the legal obligations incumbent on the Controller - for the period required by applicable law;
- d) in order to enable Users to conclude Sales Contracts through the Portal - until the expiry of the limitation period for possible claims, or at least for the period required by applicable law;
- e) for marketing purposes and those related to the initiation of contact by the User - until the User raises a legitimate objection to this form of processing or withdraws the consent given;
- f) for purposes related to the monitoring of the operation and development of the Portal and the services offered by the Controller, until the User raises a legitimate objection to this form of processing;
- g) for purposes related to the establishment, investigation or defence of claims related to the operation of the Portal and the provision of other services by the Controller - until the expiry of the limitation period for possible claims;

- h) for the purpose of providing additional services by the Controller - until the expiry of the limitation period for possible claims, but no shorter than the period prescribed by applicable law.

What are the entities to which the Controller transfers the Data?

1. The Controller may transfer the data to third parties, in particular;
 - a) to other Users in order to enable the conclusion and execution of the Sales Contracts concluded;
 - b) to the state authorities, to the extent required by applicable laws;
 - c) to companies associated with the Controller;
 - d) banks and payment service providers;
 - e) companies operating the Controller ICT systems (i.e. hosting companies, IT service providers);
 - f) companies providing legal, accounting, tax or other consulting services to the Controller;
 - g) companies providing postal and courier services;
 - h) to companies carrying out marketing activities on behalf of the Controller;
 - i) to other entities with which the Controller collaborates to ensure the functioning of the Portal and the performance of the Service Contracts.
2. The Controller will only transfer the Data to the extent necessary for the proper performance of the third party's obligations.
3. The Controller points out that some Data may be publicly available to all visitors to the Portal. The User or the User's representative decides the extent to which the Data is made public.
4. With the conclusion of the Sales Contract, the user with whom the Sales Contract is concluded becomes the separate data controller.
5. The Controller is not responsible for the processing of Data by other Users after the conclusion of the Sales Contract.
6. The Portal may contain references (links) leading to sites managed by third parties (e.g. social networks). The processing of Data on such sites is carried out in accordance with the terms and conditions established by the third parties. The Controller assumes no responsibility for the processing of Data by such third parties.

IV. TRANSFER OF THE DATA OUTSIDE THE EEA

Will the data be transferred outside the EEA?

1. The Controller may transfer the Data outside the EEA.

2. The Controller will take the measures required by the GDPR to ensure an adequate level of protection for Data processed outside the EEA.

V. PROFILING

Does the Controller profile users?

1. Users can be profiled.
2. Profiling may be used to:
 - a) improve the functionality of the Portal;
 - b) suggest settings (e.g., language, localisation);
 - c) present individualised offers, promotions and recommendations on the Portal.

Automated decision making

The Controller will not use the Data to make automated (i.e., without human intervention) decisions regarding Users.

VI. COOKIES

Cookies

1. The Portal uses Cookies.
2. The use of cookies is necessary for the proper functioning of the Portal.
3. The Controller also uses cookies for statistical and marketing purposes, but only with the User's consent.
4. In most cases, Internet browsers allow you to define the specific rules for saving and storing Cookies. Each User can independently modify the settings of the browser used to determine the individual rules for storing Cookies.

Purpose of Cookies

The Controller uses cookies in order to:

- a) Ensure the correct functioning of the Portal and adapt the way it is displayed to the parameters of the User's device;
- b) Maintain the User's session after logging into the Account;
- c) Adapting the content of the Portal to the User's needs, including the region from which the User connects;
- d) Statistics and monitoring of visitor activity on the Portal;

- e) To check the correctness of all the functionalities implemented on the Portal in order to improve them on an ongoing basis.

Types of the Cookies used on the Portal:

NECESSARY COOKIES	Necessary cookies help make a website usable by enabling basic functions like page navigation and access to secure areas of the website. The website cannot function properly without these cookies.
PREFERENCE COOKIES	Preference cookies enable a website to remember information that changes the way the website behaves or looks, like your preferred language or the region that you are in.
STATISTIC COOKIES	Statistic cookies help website owners to understand how visitors interact with websites by collecting and reporting information anonymously.
MARKETING COOKIES	Marketing cookies are used to track visitors across websites. The intention is to display ads that are relevant and engaging for the individual user and thereby more valuable for publishers and third party advertisers.
UNCLASSIFIED COOKIES	Unclassified cookies are cookies that we are in the process of classifying, together with the providers of individual cookies.

VII. USERS' RIGHTS

Is the provision of Data mandatory?

The provision of the Data is voluntary and is not required by law. However, the data is necessary to create an Account, to conclude a Service Contract, to make purchases and sales through the portal.

Modification of the data

1. The User or User Representative to whom the Data refer, has the right to:
 - a) obtain information on the Data currently being processed;
 - b) modify the Data;
 - c) limit the scope of the Data processing;
 - d) obtain the Data from the Controller for the purpose of its transfer to another controller;

2. Users have the right to obtain a copy of the Data currently being processed. The Controller will provide the Data in electronic form, in a commonly used data storage format. At the request of a User, the Controller may transfer such stored data to another designated controller.

Withdrawal of consent to data processing

The User or User Representative to whom the Data refer, has the right to revoke any consent given for the processing of data. Withdrawal of consent may result in the restriction or termination of the services provided by the Controller.

Opposition

The User or User Representative to whom the Data refer, have the right to object at any time to the processing of the Data based on Article 6(1)(f) GDPR, including profiling. The effective expression of an objection may result in the blocking of the use of the Portal.

Deletion of data

The Controller will delete the Data in the following circumstances:

- a) the Data is no longer necessary for the purposes for which it was collected or otherwise processed;
- b) the User or User Representative to whom the Data refer, has withdrawn the consent on which the processing is based pursuant to Article 6(1)(a) GDPR and there is no other legal basis for the processing;
- c) a legitimate objection to the processing of the Data has been raised;
- d) the Data have been processed unlawfully
- e) the Data must be deleted in order to comply with a legal obligation under Union law or the law of a Member State to which the Controller is subject.

Complaints to the Controller and Data Protection Authorities

If the processing violates the provisions of the GDPR, the User may lodge a complaint with the Controller or with the supervisory authority - the Polish Data Protection Authority (Urząd Ochrony Danych Osobowych).

Exercise of rights

The rights related to the processing of the Data may be exercised by contacting the Controller, as specified in §1 of the Policy.