

PRIVACY POLICY AND COOKIE POLICY

By using the website www.elapse.pl, the Elapse online store and the Service, you agree to the terms of this Privacy Policy and Cookie Policy.

As a User, please read this Policy carefully. The table of contents below will help you navigate its provisions. In this Policy, we explain how we protect Users' Data, how we process it, who we may entrust it to, and address a number of other important matters relating to Personal Data.

TABLE OF CONTENTS

TABLE OF CONTENTS.....	1
§1 GENERAL PROVISIONS.....	2
§2 DEFINITIONS.....	2
§3 PERSONAL DATA AND RULES FOR ITS PROCESSING.....	4
WHO IS THE CONTROLLER OF THE USER'S PERSONAL DATA?.....	4
IS PROVIDING PERSONAL DATA VOLUNTARY? WHAT ARE THE CONSEQUENCES OF NOT PROVIDING IT?.....	4
FOR WHAT PURPOSES AND ON WHAT LEGAL BASES DOES THE CONTROLLER PROCESS THE USER'S PERSONAL DATA PROVIDED WHEN USING THE WEBSITE?.....	5
HOW IS DATA COLLECTED?.....	11
WHAT RIGHTS DOES THE USER HAVE?.....	11
CAN THE USER WITHDRAW CONSENT?.....	12
DOES THE CONTROLLER TRANSFER THE USER'S DATA TO THIRD COUNTRIES?.....	13
HOW LONG DOES THE CONTROLLER RETAIN THE USER'S DATA?.....	13
LINKS TO OTHER WEBSITES.....	14
SOCIAL MEDIA ACTIVITIES – FACEBOOK.....	14
SOCIAL MEDIA ACTIVITIES – INSTAGRAM.....	16
SOCIAL MEDIA ACTIVITIES – LINKEDIN.....	17
DATA SECURITY.....	18
WHO MAY BE A RECIPIENT OF PERSONAL DATA?.....	18
HAS THE CONTROLLER APPOINTED A DATA PROTECTION OFFICER?.....	19
DOES THE CONTROLLER PROFILE THE USER'S DATA?.....	19
§4 FORMS.....	19
§5 RULES FOR THE PROCESSING OF PERSONAL DATA BY ARTIFICIAL INTELLIGENCE SYSTEMS.....	22
§6 DISCLAIMER AND COPYRIGHT.....	24
§7 TECHNOLOGIES.....	26
§8 COOKIE POLICY.....	26

§9 COOKIE CONSENT.....	33
§10 SERVER LOGS.....	33

§1 GENERAL PROVISIONS

This Privacy Policy and Cookie Policy sets out the rules governing the processing and protection of Personal Data provided by Users, as well as the use of Cookies and other technologies employed on the Website available at www.elapse.pl and in the Online Store available at www.elapse.pl.

1. The Controller of the Website and of the Personal Data provided through it is:

ELAPSE Sp. z o.o., with its registered office in Białystok, 15-540, ul. Żurawia 71, entered in the Register of Entrepreneurs of the National Court Register under KRS No. 0001145202, Tax Identification Number (NIP): 9662200599, National Business Registry Number (REGON): 540468682, with a share capital of PLN 5,000, in accordance with the information contained in the current extract from the Register of Entrepreneurs available through the Central Information Office of the National Court Register, represented by Urszula Kiliç – Member of the Management Board.

2. The Controller processes Personal Data in accordance with the applicable laws and regulations currently in force.
3. The Controller exercises particular care to ensure respect for Users' privacy and the protection of their interests, in particular by ensuring that Personal Data collected through the Website is processed solely for specified purposes and is not further processed in a manner incompatible with those purposes.
4. Users' Personal Data is collected and processed solely on the basis of an appropriate legal basis. The scope of Personal Data collected depends on the type of services provided and is limited to what is necessary for the relevant purpose.
5. If you have any questions or concerns regarding the provisions of this Privacy Policy and Cookie Policy, please contact the Controller by email at: contact@elapse.pl.
6. The Controller reserves the right to amend this Privacy Policy and Cookie Policy. Each User of the Website is responsible for familiarising themselves with the current version of the Privacy Policy and Cookie Policy. Amendments may result, among other things, from developments in internet technologies, changes in generally applicable law, or the development of the Website, including the Controller's implementation of new tools or services. The publication date of the current version of the Privacy Policy and Cookie Policy is indicated at the bottom of the Website.
7. Capitalised terms used in this Privacy Policy and Cookie Policy shall have the meanings assigned to them in §2 of this Privacy Policy.
8. The legal acts referred to in §2 form the legal basis for the provisions of this document.

§2 DEFINITIONS

1. **Controller** – ELAPSE Sp. z o.o., with its registered office in Białystok, 15-540, ul. Żurawia 71, entered in the Register of Entrepreneurs of the National Court Register under KRS No. 0001145202, Tax Identification Number (NIP): 9662200599, National Business Registry Number (REGON): 540468682, with a share capital of PLN 5,000, in accordance with the information contained in the current extract from the Register of Entrepreneurs available through the Central Information Office of the National Court Register, represented by Urszula Kiliç – Member of the Management Board.

2. **User** – any person or entity visiting and using the Website.
3. **Website and Online Store** – the website and online store available at www.elapse.pl.
4. **Personal Data or Data** – any information relating to an identified or identifiable natural person, including, in particular, a name and surname, identification number, location data, online identifier, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
5. **Consent** – any freely given, specific, informed and unambiguous indication of the User's wishes by which, through a statement or clear affirmative action, the User signifies agreement to the processing of Personal Data relating to them.
6. **User Account or Account** – a User account created on the Online Store platform, enabling access to purchased digital content, products or services in accordance with the Online Store Terms and Conditions, which the User is required to accept when registering the Account.
7. **Form or Forms** – sections of the Website which enable the User to provide Personal Data for the purposes specified therein, for example for subscribing to the Newsletter, placing an order or contacting the User.
8. **Newsletter Terms and Conditions** – the terms and conditions available on the Online Store website which set out the rules governing subscription to and provision of the Newsletter service.
9. **Newsletter** – a digital service provided electronically by the Controller to the User by means of electronic messages (emails), through which the Controller provides information about events, services, products and other matters relevant from the Controller's perspective and/or pursues its legitimate interest in direct marketing, including the delivery of marketing and commercial content with the User's Consent. Detailed information concerning the Newsletter is provided later in this Privacy Policy and Cookie Policy and in the Newsletter Terms and Conditions.
10. **Service** – a system of interconnected IT devices and software enabling the processing and storage, as well as the transmission and receipt, of data via telecommunications networks using terminal equipment appropriate for the relevant type of network, including the Internet. The Service also includes the Website or any part thereof, the Online Store or any part thereof, applications, including mobile applications, and other services provided by the Controller, where applicable, as well as the Controller's social media profiles and channels operated through such Social Media, where applicable.
11. **GDPR** – 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).
12. **Personal Data Protection Act** – the Polish Act of 10 May 2018 on the Protection of Personal Data (Journal of Laws of 2019, item 1781, as amended).
13. **Act on the Provision of Electronic Services** – the Polish Act of 18 July 2002 on the Provision of Electronic Services (Journal of Laws of 2020, item 344, as amended).
14. **Electronic Communications Law or PKE** – the Polish Act of 12 July 2024 – Electronic Communications Law (Journal of Laws of 2024, item 1221, as amended).
15. **AI Act** – Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU)

2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828 (Artificial Intelligence Act).

16. **DSA** – Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services and amending Directive 2000/31/EC (Digital Services Act).
17. **Copyright Act** – the Polish Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 1994, No. 24, item 83, as amended).
18. **Database Protection Act** – the Polish Act of 27 July 2001 on the Protection of Databases (Journal of Laws of 2001, No. 128, item 1402, as amended).
19. **Act on Collective Management of Copyright and Related Rights** – the Polish Act of 15 June 2018 on Collective Management of Copyright and Related Rights (Journal of Laws of 2018, item 1293, as amended).

Capitalised terms shall have the meanings assigned to them in the Online Store Terms and Conditions, unless otherwise provided in this Policy.

§3 PERSONAL DATA AND RULES FOR ITS PROCESSING

WHO IS THE CONTROLLER OF THE USER'S PERSONAL DATA?

The Controller of the User's Personal Data is **ELAPSE Sp. z o.o.**, with its registered office in Białystok, 15-540, ul. Żurawia 71, entered in the Register of Entrepreneurs of the National Court Register under KRS No. 0001145202, Tax Identification Number (NIP): 9662200599, National Business Registry Number (REGON): 540468682, with a share capital of PLN 5,000, in accordance with the information contained in the current extract from the Register of Entrepreneurs available through the Central Information Office of the National Court Register, represented by Urszula Kiliç – Member of the Management Board.

The Controller acts as a joint controller of certain Data together with the following social media platform providers:

- **Meta Platforms Ireland Limited**, 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, D02 X525, Ireland [Facebook, Instagram];
- **LinkedIn Ireland Unlimited Company**, Legal Department (Privacy Policy and User Agreement), Wilton Place, Dublin 2, Ireland [LinkedIn].

The joint controllership referred to in this document concerns the Data of persons who use social media, follow the Controller's profile on a given social media platform or otherwise interact with the Controller through such platform.

The Controller uses social media plugins linking to individual platforms, through which the User may access and use the relevant social media platform.

The rules governing joint controllership are described below separately for each social media platform on which the Controller maintains a profile and processes Personal Data.

IS PROVIDING PERSONAL DATA VOLUNTARY? WHAT ARE THE CONSEQUENCES OF NOT PROVIDING IT?

Providing Personal Data is voluntary. However, failure to provide certain information, generally indicated as mandatory on the Controller's Website, may make it impossible to provide a particular service, achieve a specified purpose or take a particular action.

Where the User provides Personal Data that is not mandatory or provides more Data than the Controller needs to process, such Data is provided at the User's own discretion. In such cases, the processing takes place on the basis of Article 6(1)(a) GDPR, i.e. the User's Consent.

The User consents to the processing of such Data and to the anonymisation of Data which the Controller does not require and does not intend to process, but which has nevertheless been provided by the User.

FOR WHAT PURPOSES AND ON WHAT LEGAL BASES DOES THE CONTROLLER PROCESS THE USER'S PERSONAL DATA PROVIDED WHEN USING THE WEBSITE?

The User's Personal Data may be processed on the Controller's Website for the following purposes and on the following legal bases:

No.	Purpose of Data Processing	Legal Basis for Processing	Retention Period
1.	Provision of a service or performance of a concluded contract; sending an offer (e.g. an advertising offer) at the User's request	Article 6(1)(b) GDPR (processing necessary for entering into and/or performing a contract or taking steps at the User's request prior to entering into a contract)	The Data is processed for the duration of the contract or for the period necessary to send the offer and receive the User's response, and subsequently until the expiry of the applicable limitation period for claims – 2 years or 6 years from the performance of the contract, depending on whether the User is an entrepreneur
2.	Issuing invoices, receipts and other accounting documents, and complying with other obligations arising from tax laws in connection with orders placed through the Online Store or the purchase of other products and services	Article 6(1)(c) GDPR (processing necessary for compliance with a legal obligation)	The Data is processed for 5 years from the end of the tax year in which the taxable event occurred.
3.	Providing discounts and informing Users about promotions and offers from the Controller or entities	Article 6(1)(a) GDPR (Consent); Article 6(1)(f)	The Data is processed until Consent is withdrawn. Where Consent has been

	recommended by the Controller, including sending the Newsletter	GDPR (the Controller's legitimate interest)	withdrawn, the Data is subsequently processed for a period of 2 years. In the case of the Newsletter, the Data may also be processed until 6 months have elapsed without any activity by the recipient.
4.	Storing unpaid orders	Article 6(1)(f) GDPR (the Controller's legitimate interest)	The Data is processed until it is no longer useful for this purpose, but no longer than 14 days from the date the order was placed.
5.	Handling complaints or claims related to a contract	Article 6(1)(b) GDPR (processing necessary for entering into and/or performing a contract) and Article 6(1)(c) GDPR (processing necessary for compliance with a legal obligation)	The Data is processed for the duration of the complaint or claims procedure and subsequently for 1 year after the relevant claim-handling period has expired, or for 5 years from the end of the tax year where the Data must be retained under applicable tax laws.
6.	Issuing invoices and complying with tax and accounting obligations, including submitting structured invoices to the National e-Invoicing System (KSeF)	Article 6(1)(c) GDPR (processing necessary for compliance with a legal obligation imposed on the Controller under the Polish VAT Act)	The Data is retained by the Controller for 5 years, calculated from the end of the calendar year in which the tax payment deadline expired. Structured invoices are additionally retained in the KSeF system for 10 years by the Minister of Finance in accordance with applicable law.

7.	Establishing, pursuing or defending against claims	Article 6(1)(f) GDPR (the Controller's legitimate interest)	The Data is processed until the legal basis for processing ceases to apply or until the relevant limitation period for claims expires – 2 years or 6 years from the performance of the contract, depending on whether the User is an entrepreneur.
8.	Telephone contact regarding the provision of services or performance of a contract	Article 6(1)(b) GDPR (processing necessary for entering into and/or performing a contract)	The Data is processed for the duration of the contract or for the period necessary to send an offer and receive the User's response, and subsequently until the expiry of the applicable limitation period for claims – 2 years or 6 years from the performance of the contract, depending on whether the User is an entrepreneur.
9.	Telephone contact for the purpose of presenting offers and conducting direct marketing	Article 6(1)(a) GDPR (Consent)	The Data is processed until Consent is withdrawn.
10.	Creating and maintaining records required under the GDPR and other applicable laws	Article 6(1)(c) GDPR (processing necessary for compliance with a legal obligation) and Article 6(1)(f) GDPR (the Controller's legitimate interest)	The Data is processed until the legal basis for processing ceases to apply or until the Data is no longer necessary for the Controller's purposes.
11.	Archiving information for the purpose of preserving evidence that may be used to demonstrate relevant facts	Article 6(1)(f) GDPR (the Controller's legitimate interest)	The Data is processed until the User objects to the processing, until the Data is no longer necessary for the

			Controller's purposes, or until the applicable limitation period for claims expires – 2 years or 6 years from the performance of the contract, depending on whether the User is an entrepreneur.
12.	Analytics, including the analysis of Data collected automatically when using the Website, including through cookies such as Google Analytics cookies or the Meta Pixel	Article 6(1)(f) GDPR (the Controller's legitimate interest)	The Data is processed until the relevant cookies are deleted from the User's browser.
13.	Use of cookies on the Website and its subpages	Article 6(1)(a) GDPR (Consent)	The Data is processed until the relevant cookies are deleted from the User's browser.
14.	Managing the Website and the Controller's pages or profiles on other platforms	Article 6(1)(f) GDPR (the Controller's legitimate interest)	The Data is processed until the User objects to the processing or until the Data is no longer necessary for the Controller's purposes.
15.	Assessing satisfaction with the services provided	Article 6(1)(f) GDPR (the Controller's legitimate interest)	The Data is processed until the User objects to the processing or until the Data is no longer necessary for the Controller's purposes.
16.	Publishing reviews submitted by Users regarding services provided by the Controller	Article 6(1)(a) GDPR (Consent)	The Data is processed until Consent is withdrawn or until the Data is no longer necessary for the Controller's purposes, whichever occurs first.

17.	The Controller's internal administrative purposes related to managing communications and relationships with Users	Article 6(1)(f) GDPR (the Controller's legitimate interest)	The Data is processed until the legal basis for processing ceases to apply or until the applicable limitation period for claims expires – 2 years or 6 years from the performance of the contract, depending on whether the User is an entrepreneur.
18.	Tailoring the content displayed on the Controller's websites to individual Users' needs and continuously improving the quality of the services provided	Article 6(1)(f) GDPR (the Controller's legitimate interest)	The Data is processed until the User objects to the processing or until the Data is no longer necessary for the Controller's purposes.
19.	Direct marketing of the Controller's products or services, as well as products or services of recommended third parties, addressed to the User	Article 6(1)(f) GDPR (the Controller's legitimate interest)	The Data is processed until the User objects to the processing or until the Data is no longer necessary for the Controller's purposes.
20.	Managing the Controller's Facebook page and interacting with Users	Article 6(1)(f) GDPR (the Controller's legitimate interest) and Article 6(1)(a) GDPR (Consent)	The Data is processed until Consent is withdrawn, the User objects to the processing, or the Data is no longer necessary for the Controller's purposes.
21.	Managing the Controller's Instagram profile and interacting with Users	Article 6(1)(f) GDPR (the Controller's legitimate interest) and Article 6(1)(a) GDPR (Consent)	The Data is processed until Consent is withdrawn, the User objects to the processing, or the Data is no longer necessary for the Controller's purposes.

22.	Managing the Controller's LinkedIn profile and interacting with Users	Article 6(1)(f) GDPR (the Controller's legitimate interest) and Article 6(1)(a) GDPR (Consent)	The Data is processed until Consent is withdrawn, the User objects to the processing, or the Data is no longer necessary for the Controller's purposes.
23.	Delivering targeted advertising on social media platforms and websites, including advertisements created using tools such as Facebook Ads Manager, as well as conducting remarketing activities	Article 6(1)(a) GDPR (Consent) and Article 6(1)(f) GDPR (the Controller's legitimate interest in promoting and advertising its services through remarketing directed at persons subscribed to the mailing list or visiting the relevant Website)	The Data is retained until Consent is withdrawn, the User objects to the processing, or the Data is no longer necessary for the Controller's marketing purposes, as applicable.
24.	Contacting the Controller via the chatbot	Article 6(1)(a) GDPR (Consent), Article 6(1)(b) GDPR (processing necessary for the performance of a contract or to provide a service at the User's request), or Article 6(1)(f) GDPR (the Controller's legitimate interest in ensuring efficient User support and developing the functionality of the Website). The Data is processed in order to respond to the User's enquiry. Where decisions are made solely by automated means, the User has the right to request human intervention, where applicable under the GDPR.	The Data is retained until Consent is withdrawn, the User objects to the processing, or the Data is no longer necessary for the purpose for which it was collected, as applicable.

25.	Publishing reviews submitted by Users	Article 6(1)(a) GDPR (Consent)	The Data is retained until Consent is withdrawn or until the Data is no longer necessary for the Controller's purposes, whichever occurs first.
26.	Creating and maintaining the Controller's own databases of User Data	Article 6(1)(f) GDPR (the Controller's legitimate interest)	The Data is retained until the User objects to the processing or until the Data is no longer necessary for the Controller's purposes.
27.	Compliance with obligations arising under the Digital Services Act (DSA), including handling notices concerning illegal content	Article 6(1)(c) GDPR (processing necessary for compliance with a legal obligation)	The Data is retained for the period necessary to handle the relevant notice and thereafter until the expiry of the applicable limitation period for claims relating to content moderation.

Where the User voluntarily provides Data that is not mandatory, or provides more Data than the Controller requires for the relevant purpose, such Data is provided at the User's own discretion. In such cases, the processing is carried out on the basis of Article 6(1)(a) GDPR, i.e. the User's Consent.

The User consents to the processing of such Data and to the anonymisation of any Data which the Controller does not require and does not intend to process, but which has nevertheless been provided by the User.

HOW IS DATA COLLECTED?

Only Data voluntarily provided by the User is collected and processed, except in certain cases where Data is collected automatically through cookies and log data, as described below.

When visiting the Website, certain Data relating to the visit may be collected automatically, such as the User's IP address, domain name, browser type, operating system and similar technical information (log data).

Automatically collected Data may be used to analyse Users' behaviour on the Website, gather demographic information about Users or personalise Website content in order to improve it. Such Data is processed solely for purposes related to Website administration, ensuring the proper functioning of hosting services, or delivering marketing content, and is not linked to the Personal Data of individual Users. As a rule, such Data is anonymous and is used to ensure the proper operation and use of the Website.

More information about cookies is provided later in this Policy.

Data may also be collected when Users complete Forms available on the Website, as described in further sections of this Privacy Policy.

INFORMATION SOCIETY SERVICES

The Controller does not knowingly collect Personal Data from children.

A User should be at least 16 years old in order to independently give Consent to the processing of Personal Data in connection with the provision of information society services through the Website, including for marketing purposes, or should obtain the Consent of their legal guardian, such as a parent.

Users under the age of 16 should not use the Website or the Service without the required Consent of their legal guardian.

The Controller may take reasonable steps to verify whether the User meets the age requirement referred to above or whether Consent has been given or authorised by the person exercising parental responsibility or legal guardianship over a User under the age of 16.

WHAT RIGHTS DOES THE USER HAVE?

The User may exercise the rights provided for in Articles 15–21 of the GDPR at any time, including:

- a. the right of access to their Personal Data,
- b. the right to data portability,
- c. the right to have their Data corrected,
- d. the right to rectification of their Data,
- e. the right to erasure of their Data where there is no legal basis for further processing,
- f. the right to restriction of processing where the processing has been carried out improperly or without a valid legal basis,
- g. the right to object to the processing of Data based on the Controller's legitimate interests,
- h. the right to lodge a complaint with the supervisory authority – the President of the Personal Data Protection Office – if the User considers that the processing of their Personal Data is not compliant with the applicable data protection laws,
- i. the right to be forgotten where further processing is not required under applicable law.

The Controller notes that these rights are not absolute and do not apply in every case or to every processing activity involving the User's Personal Data. This applies, for example, to the right to obtain a copy of Personal Data. Exercising this right must not adversely affect the rights and freedoms of others, including, for example, copyright or professional confidentiality. For further information on limitations applicable to the User's rights, please refer to the GDPR.

The User always has the right to lodge a complaint with the supervisory authority:

President of the Personal Data Protection Office ul. Stawki 2, 00-193 Warsaw, Poland, tel. +48 22 531 03 00, email: kancelaria@uodo.gov.pl

if they consider that the processing of their Personal Data infringes the GDPR or other applicable provisions governing the processing of Personal Data.

To exercise their rights, the User may contact the Controller by email at contact@elapse.pl or by post to the Controller's business address, where provided in this Privacy Policy, specifying the scope of their request.

The Controller will respond no later than 30 days from receipt of the request and any required justification, unless an extension of this period is justified in accordance with the GDPR.

CAN THE USER WITHDRAW CONSENT?

Where the User has given Consent to a specific processing activity, that Consent may be withdrawn at any time. Withdrawal of Consent will result in the relevant processing being discontinued and, where applicable, the User's email address being removed from the Controller's mailing list.

The User may withdraw Consent by clicking the "unsubscribe" link, or a similar link, included in the Newsletter. After clicking the link, the User may be redirected to a page where they will be asked to confirm the withdrawal of Consent.

The User may also withdraw Consent by sending a statement to the Controller by email or by post to the Controller's business address, where provided in this Privacy Policy.

Withdrawal of Consent does not affect the lawfulness of processing carried out on the basis of Consent before its withdrawal.

In certain cases, Personal Data may not be deleted immediately or in full. The Data may be retained where necessary to establish, pursue or defend against potential claims for the period permitted under applicable civil law, or where retention is required in order to comply with legal obligations imposed on the Controller.

In each case, the Controller will respond to the User's request and, where further processing or retention is required, provide an appropriate explanation based on the applicable legal obligations.

DOES THE CONTROLLER TRANSFER THE USER'S DATA TO THIRD COUNTRIES?

As a rule, the User's Data is not transferred to third countries.

However, as the Controller uses external service providers, such as Meta Platforms Ireland Limited (Facebook and its affiliated companies) or Google, the User's Data may be transferred to the United States of America (USA), including where such Data is stored, in whole or in part, on servers located in the USA.

In the case of Meta Platforms and Google, transfers of Data to the USA may take place on the basis of:

- a. the European Commission's adequacy decision of 10 July 2023 concerning the EU-U.S. Data Privacy Framework, adopted pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council;
- b. Standard Contractual Clauses (SCCs) approved by the European Commission;
- c. additional safeguards implemented by service providers, such as encryption or anonymisation.

In other cases, Users' Personal Data will be transferred only to recipients that ensure an appropriate level of protection and security of the Data, including through:

- a. cooperation with entities processing Personal Data in countries for which the European Commission has issued an adequacy decision;
- b. the use of Standard Contractual Clauses adopted by the European Commission;
- c. the use of Binding Corporate Rules approved by the competent supervisory authority;

or to recipients to whom the User has expressly consented to the transfer of their Personal Data.

Detailed information is available in the privacy policies of the respective service providers on their websites. For example:

Google Ireland Limited: <https://policies.google.com/privacy?hl=en>

Meta Platforms Ireland Limited: <https://www.facebook.com/privacy/policy/>

SendinBlue (Brevo): <https://www.brevo.com/legal/privacypolicy/>

The Controller seeks to select service providers with whom it can enter into appropriate data processing agreements and, where possible, providers that do not transfer Personal Data to third countries. However, due to the use of modern tools and services that are subject to continuous technological and organisational changes, certain Data, typically anonymised or otherwise appropriately protected, may be transferred to third countries by such service providers.

HOW LONG DOES THE CONTROLLER RETAIN THE USER'S DATA?

The User's Data will be retained by the Controller for the period necessary to provide the relevant services and achieve the purposes specified in the table above, as well as:

- a. for the duration of the service provision and cooperation, and subsequently for the applicable limitation period for claims in accordance with applicable law – with respect to Data provided by contractors, customers or Users;
- b. for the duration of discussions and negotiations preceding the conclusion of a contract or provision of a service – with respect to Data provided in a request for quotation or other enquiry;
- c. for the period required by applicable law, including tax law – with respect to Personal Data processed in connection with the Controller's statutory obligations;
- d. until an effective objection is raised pursuant to Article 21 GDPR – with respect to Personal Data processed on the basis of the Controller's legitimate interests, including for direct marketing purposes;
- e. until Consent is withdrawn or the relevant processing or business purpose has been achieved – with respect to Personal Data processed on the basis of Consent. Following withdrawal of Consent, the Data may continue to be retained where necessary to defend against potential claims, for the applicable limitation period or for a shorter period communicated to the User;
- f. until the Data becomes outdated or is no longer necessary for the relevant purpose – with respect to Personal Data processed primarily for analytical or statistical purposes, the use of cookies and administration of the Controller's Websites;
- g. for a maximum period of 2 years in the case of persons who have unsubscribed from the Newsletter, where retention is necessary to defend against potential claims. This may include information such as the date of subscription, the date of unsubscribing, the number of Newsletters received and information concerning actions or activity relating to the messages received. In the case of the Newsletter, Data may also cease to be processed after 6 months of inactivity by the relevant subscriber, for example where the subscriber has not opened any messages from the Controller.

Where retention periods are expressed in years, they are calculated until the end of the calendar year in which the relevant retention period began. This is intended to facilitate the Controller's Data processing and Data management procedures.

Detailed retention periods applicable to individual processing activities are specified in the Controller's records of processing activities.

LINKS TO OTHER WEBSITES

The Website may contain links to other websites. Such links may open in a new browser window or in the same window.

The Controller is not responsible for the content or information provided by third-party websites. Users should familiarise themselves with the privacy policies and terms and conditions applicable to such websites.

SOCIAL MEDIA ACTIVITIES – FACEBOOK

The Controller processes Users' Data in connection with the Facebook page operating under the name **Elapse Motorsport** (hereinafter: the "Fanpage").

The Controller acts as a joint controller of certain Data together with the provider of the Facebook social media platform, in particular with respect to Data concerning persons using Facebook and the Controller's profile, following the Controller's profile and interacting with the Controller. The scope of such Data is described below and also results from the privacy policy of the platform provider.

Personal Data provided by the User through the Fanpage is processed for the purposes of administering and managing the Fanpage, communicating and interacting with the User, providing the User with marketing content and building the Fanpage community.

The legal basis for such processing is the User's Consent and the Controller's legitimate interest in interacting with Users and followers of the Fanpage. The User voluntarily decides whether to like or follow the Fanpage.

The rules governing the Fanpage are established by the Controller, while the rules governing the use of the Facebook platform are set out in Facebook's own terms and conditions.

The User may stop following the Fanpage at any time. In such a case, content published by the Controller in connection with the Fanpage will no longer be displayed to the User as a result of following the Fanpage.

The Controller may have access to Personal Data made available by the User, such as the User's image, photographs, first name, surname and other general information which the User makes publicly available on their profile or shares directly with the Controller, for example through Facebook messaging services.

Other Personal Data is processed by Facebook in accordance with Facebook's own terms and privacy rules. The scope of Data disclosed to the Controller depends on the User's choices and privacy settings.

The User's Personal Data will be processed for the period during which the Fanpage is operated and exists, on the basis of Consent expressed by liking or following the Fanpage or otherwise interacting with it, for example by posting a comment or sending a message. Data may also be processed for the purposes of the Controller's legitimate interests, including marketing its own products or services, operating the Fanpage, responding to messages sent by Users and establishing, pursuing or defending against claims.

The User's Personal Data may also be disclosed to other recipients, such as advertising agencies cooperating with the Controller, other subcontractors supporting the Controller in operating the Fanpage, IT service providers or a virtual assistant, where contact takes place outside the Facebook platform.

The User's Data may be transferred to the United States of America (USA), including in connection with the storage of Data, in whole or in part, on servers located in the USA. In the case of Meta Platforms, transfers of Data to the USA may take place on the basis of:

- a. the European Commission's adequacy decision of 10 July 2023 concerning the EU-U.S. Data Privacy Framework, adopted pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council;
- b. Standard Contractual Clauses (SCCs) approved by the European Commission;

- c. additional safeguards implemented by service providers, such as encryption or anonymisation.

The Data may also be subject to profiling in order to better personalise advertising content presented to the User. However, the Data will not be subject to solely automated decision-making within the meaning of the GDPR that produces legal effects concerning the User or similarly significantly affects the User.

The User's remaining rights are described elsewhere in this Privacy Policy.

Facebook Privacy Policy: <https://www.facebook.com/privacy/explanation>

SOCIAL MEDIA ACTIVITIES – INSTAGRAM

The Controller processes Users' Data in connection with the Instagram profile operating under the name **Elapse**, available at: https://www.instagram.com/elapse_motorsport (hereinafter: the "Profile").

The Controller acts as a joint controller of certain Data together with the provider of the Instagram social media platform, in particular with respect to Data concerning persons using Instagram and the Controller's Profile, following the Controller's Profile and interacting with the Controller. The scope of such Data is described below and also results from Instagram's privacy policy.

Personal Data provided by the User through the Profile is processed for the purposes of administering and managing the Profile, communicating and interacting with the User, providing the User with marketing content and building the Profile community.

The legal basis for such processing is the User's Consent and the Controller's legitimate interest in interacting with Users and followers of the Profile. The User voluntarily decides whether to like or follow the Profile.

The rules governing the Profile are established by the Controller, while the rules governing the use of the Instagram platform are set out in Instagram's terms and conditions and the terms applicable to Meta Platforms.

The User may stop following the Profile at any time. In such a case, content published by the Controller in connection with the Profile will no longer be displayed to the User as a result of following the Profile.

The Controller may have access to Personal Data made available by the User, such as the User's first name, surname and other general information which the User makes publicly available on their profile. Other Personal Data is processed by Instagram in accordance with Instagram's terms and conditions and privacy policy.

The User's Personal Data will be processed for the period during which the Profile is operated and exists, on the basis of Consent expressed by liking or following the Profile or otherwise interacting with it, for example by posting a comment or sending a message. Data may also be processed for the purposes of the Controller's legitimate interests, including marketing its own products or services and establishing, pursuing or defending against claims.

The User's Personal Data may also be disclosed to other recipients, such as advertising agencies cooperating with the Controller, other subcontractors supporting the Controller in operating the Profile, IT service providers or a virtual assistant, where contact takes place outside Instagram.

The User's Data may be transferred to the United States of America (USA), including in connection with the storage of Data, in whole or in part, on servers located in the USA. In the case of Meta Platforms, transfers of Data to the USA may take place on the basis of:

- a. the European Commission's adequacy decision of 10 July 2023 concerning the EU-U.S. Data Privacy Framework, adopted pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council;
- b. Standard Contractual Clauses (SCCs) approved by the European Commission;
- c. additional safeguards implemented by service providers, such as encryption or anonymisation.

The Data may also be subject to profiling in order to better personalise advertising content presented to the User. However, the Data will not be subject to solely automated decision-making within the meaning of the GDPR that produces legal effects concerning the User or similarly significantly affects the User.

The User's remaining rights are described elsewhere in this Privacy Policy.

Instagram Privacy Policy: <https://help.instagram.com/519522125107875>

SOCIAL MEDIA ACTIVITIES – LINKEDIN

The Controller processes Users' Data in connection with the LinkedIn profile operating under the name **ELAPSE**, available at: <https://www.linkedin.com/company/elapsemotorsport> (hereinafter: the "Profile").

The Controller acts as a joint controller of certain Data together with the provider of the LinkedIn social media platform, in particular with respect to Data concerning persons using LinkedIn and the Controller's Profile, following the Controller's Profile and interacting with the Controller. The scope of such Data is described below and also results from the provider's privacy policy.

Personal Data provided by the User through the Profile is processed for the purposes of administering and managing the Profile, communicating and interacting with the User, providing the User with marketing content and building the Profile community.

The legal basis for such processing is the User's Consent and the Controller's legitimate interest in interacting with Users and followers of the Profile. The User voluntarily decides whether to like or follow the Profile.

The rules governing the Profile are established by the Controller, while the rules governing the use of LinkedIn are set out in LinkedIn's terms and conditions.

The User may stop following the Profile at any time. In such a case, content published by the Controller in connection with the Profile will no longer be displayed to the User as a result of following the Profile.

The Controller may have access to Personal Data made available by the User, such as the User's first name, surname and other general information which the User makes publicly available on their profile. Other Personal Data is processed by LinkedIn in accordance with LinkedIn's terms and conditions.

The User's Personal Data will be processed for the period during which the Profile is operated and exists, on the basis of Consent expressed by liking or following the Profile or otherwise interacting with it, for example by posting a comment or sending a message. Data may also be processed for the purposes of the Controller's legitimate interests, including marketing its own products or services and establishing, pursuing or defending against claims.

The User's Personal Data may also be disclosed to other recipients, including LinkedIn, advertising agencies cooperating with the Controller, other subcontractors supporting the Controller in operating the Profile, IT service providers or a virtual assistant, where contact takes place outside LinkedIn.

The User's remaining rights are described elsewhere in this Privacy Policy.

The User's Data may be transferred to third countries in accordance with LinkedIn's terms and privacy rules.

The Data may also be subject to profiling in order to better personalise advertising content presented to the User. However, the Data will not be subject to solely automated decision-making within the meaning of the GDPR that produces legal effects concerning the User or similarly significantly affects the User.

LinkedIn Privacy Policy: <https://www.linkedin.com/legal/privacy-policy>

DATA SECURITY

The User's Personal Data is stored and protected with due care in accordance with the Controller's internal procedures.

The Controller processes information concerning the User using appropriate technical and organisational measures that comply with the requirements of generally applicable law, in particular the Polish Personal Data Protection Act and the GDPR. These measures are intended, in particular, to protect Users' Personal Data against unauthorised access.

Access to Users' Personal Data is limited to authorised persons who are required to keep such Data confidential, as well as entities to which the Controller has entrusted the processing of Personal Data under an appropriate data processing agreement.

At the same time, the User should exercise due care when protecting Personal Data transmitted over the Internet, in particular by not disclosing login credentials to third parties, using appropriate antivirus protection and keeping software up to date.

WHO MAY BE A RECIPIENT OF PERSONAL DATA?

The Controller uses services provided by third-party entities.

Entities to which the Controller entrusts the processing of Personal Data, such as courier companies, electronic payment service providers, accounting service providers and newsletter distribution service providers, are required to implement appropriate measures to ensure the protection and security of Personal Data in accordance with applicable law, in particular the GDPR.

The Controller informs the User that Personal Data may be processed, among others, by the following entities:

1. SendinBlue (Brevo) – for the purpose of distributing the Newsletter and operating the mailing system;
2. OVH – for the purpose of hosting and storing Personal Data on servers;
3. Google Ireland Limited – for the purpose of using Google services, including email services;
4. the minister competent for public finance – as the authority responsible for operating the Polish National e-Invoicing System (KSeF);
5. other contractors or subcontractors engaged by the Controller to provide technical or administrative support or legal assistance to the Controller and its customers, including accounting, HR, IT, graphic design and copywriting services, debt collection agencies, lawyers and similar service providers.

Personal Data may also be disclosed to other recipients, including public authorities such as tax authorities, where necessary to comply with legal and tax obligations relating to accounting and settlements.

Entities processing Personal Data, including the Controller's service providers, are required to maintain appropriate European data protection standards, including standards arising from applicable legislation and decisions of the European Commission.

Where Personal Data is transferred outside the European Economic Area (EEA), appropriate compliance mechanisms may be applied, including Standard Contractual Clauses adopted by the European Commission.

HAS THE CONTROLLER APPOINTED A DATA PROTECTION OFFICER?

The Controller hereby informs the User that it has not appointed a Data Protection Officer (DPO) and performs the obligations relating to the processing and protection of Personal Data directly.

The User acknowledges that their Personal Data may be disclosed to authorised public authorities in connection with proceedings conducted by such authorities, upon their request and where the legal requirements justifying disclosure of such Data by the Controller have been met.

DOES THE CONTROLLER PROFILE THE USER'S DATA?

The User's Personal Data will not be used for solely automated decision-making that produces legal effects concerning the User or similarly significantly affects the User's rights, obligations or freedoms within the meaning of the GDPR.

Within the Website and through the use of tracking technologies, certain Data concerning the User may be used for profiling. This may help the Controller better personalise offers and advertising presented to the User, primarily through behavioural advertising.

Such profiling should not affect the User's legal position, including the terms of contracts already concluded or contracts the User intends to enter into. Its purpose is limited to improving the relevance of content and advertising presented to the User based on their interests.

Information used for this purpose may include statistical or inferred data, such as age group, gender, interests, approximate location and behaviour on the Website. Where possible, such information is used in an aggregated, pseudonymised or otherwise privacy-protective manner and is not directly linked to Personal Data voluntarily provided by the User, for example during the purchasing process.

The User has the right to object to profiling where such profiling is carried out on the basis of the Controller's legitimate interests.

More information about behavioural advertising is available at:
<https://www.youronlinechoices.com/>

§4 FORMS

The Controller uses the following types of Forms on the Website:

1. **Newsletter Subscription Form** – requires the User to provide their first name and email address in the relevant fields. These fields are mandatory. In order for the User's email address to be added to the Controller's subscriber database, the User must then confirm their intention to subscribe. The Data obtained in this manner is added to the mailing list for the purpose of sending the Newsletter.

Subscription means that the User accepts this Privacy Policy and gives Consent to receive marketing and commercial information by electronic means, including via the email address provided.

By subscribing to the Newsletter, the User also gives Consent to the Controller's use of the User's telecommunications terminal equipment, such as a telephone, tablet or computer, for the purpose

of direct marketing of the Controller's products and services and for presenting commercial information to the User.

The above Consents are voluntary, but are necessary in order to use the Newsletter service, including, among other things, receiving information about services, new blog posts, products, promotions and discounts offered by the Controller or products of third parties recommended by the Controller.

Consent may be withdrawn at any time, which will result in the Newsletter no longer being sent in accordance with the rules set out in this Privacy Policy.

The Newsletter is provided for an indefinite period from the moment the subscription is activated until Consent is withdrawn.

Following withdrawal of Consent, the User's Data may remain stored in the Newsletter database for a period of up to 2 years in order to demonstrate that the User gave Consent to receive Newsletter communications, to record the User's activity relating to the Newsletter, such as email opens, and to document the time at which Consent was withdrawn, as well as for the purpose of establishing, pursuing or defending against any related claims. Such processing is based on the Controller's legitimate interest pursuant to Article 6(1)(f) GDPR.

The Controller may discontinue sending the Newsletter where the User has shown no activity for at least 6 months from the commencement of the Newsletter service or from the date on which the User last opened a Newsletter email.

In such a case, the Controller will remove the User's Data from the Newsletter distribution system operated by the relevant service provider. The User will no longer receive Newsletter communications from the Controller unless they subscribe again through the Newsletter Subscription Form or contact the Controller by another available means.

The mailing system used to distribute the Newsletter records certain activities performed by the User in relation to emails sent to them, including the date and time an email was opened, links clicked, the date of unsubscribing and similar information.

The Controller may also conduct remarketing activities on the basis of Article 6(1)(f) GDPR, i.e. the Controller's legitimate interest in promoting and advertising its services to persons subscribed to the Newsletter.

For this purpose, email addresses provided by subscribers may be uploaded to marketing tools offered by Meta Platforms Ireland Limited, including tools available through Meta Ads Manager. The Controller or authorised persons may then use the Controller's advertising account to display advertising to such subscribers, provided that the relevant Newsletter subscribers are also users of Meta platforms, such as Facebook.

The Data used for a particular advertising campaign is deleted after the campaign has ended. If another advertising campaign is carried out, an updated subscriber database may be uploaded to the relevant marketing tool.

Detailed information concerning Custom Audiences, the hashing of Data and the processing of such Data is available in Meta's applicable terms and data processing documentation:

<https://www.facebook.com/legal/terms/customaudience>

<https://www.facebook.com/legal/terms/dataprocessing>

The Controller recommends that each User and subscriber familiarise themselves with these rules.

2. **Contact Form** – enables the User to send a message to and contact the Controller electronically.

Personal Data such as the User's first name, surname, email address and any Data included in the content of the message is processed by the Controller in accordance with this Privacy Policy for the purpose of communicating with the User and, where applicable, on the basis of the User's Consent.

After communication with the User has ended, the Data may be archived on the basis of the Controller's legitimate interest.

The Controller may not always be able to specify an exact archiving period or deletion date for individual messages. However, the maximum retention period will not exceed the applicable limitation periods for claims under applicable law, unless further communication with the User takes place or the Data continues to be processed on another legal basis, for example until Consent is withdrawn.

3. **Online Store Order Form** – when placing an order through the Controller's Online Store, the User is required to provide certain Data in accordance with the Online Store Terms and Conditions.

The Data is processed for the purpose of fulfilling the order, complying with legal obligations imposed on the Controller, processing payments and settlements, handling claims, statistical and archival purposes, as well as direct marketing to customers where such processing constitutes the Controller's legitimate interest.

The Data may include, in particular: first name, surname, company name, Tax Identification Number (NIP), residential address or registered office address, delivery address where applicable, and email address.

Where the User already has a User Account in the Online Store, it may be sufficient to provide the login details, such as an email address and password, log in to the Account and then complete the remaining steps required to place the order.

The Controller retains the Data for the period necessary to fulfil the order or provide the service and, after completion, for the period necessary to establish, pursue or defend against claims. The Data may also be retained for periods required by applicable law, including tax laws, for example with respect to the retention of invoices.

4. **Complaint Form, Online Store Withdrawal Form and Illegal Content Notice Form** – when using the Controller's services or products, the User may submit a complaint, withdraw from a contract or submit a notice concerning illegal content.

For this purpose, the Controller may provide a complaint form, contract withdrawal form or illegal content notice form attached to the Online Store Terms and Conditions.

The User may also exercise these rights without using the relevant Forms, provided that the necessary Data is supplied.

The Data that may be required includes: first name, surname or, where applicable, the User's business name, residential address or registered office address where the order was placed on behalf of a business, email address, telephone number where necessary, and bank account number where a refund is required.

Providing the Data is voluntary, but certain Data is necessary in order to process the complaint, withdrawal or notice in accordance with applicable law and the Online Store Terms and Conditions.

The Data will be retained for the period necessary to complete the relevant complaint, withdrawal or notice procedure, and may subsequently be retained for archival purposes and for establishing, pursuing or defending against claims.

5. **User Account Registration Form in the Online Store** – the User may create an Account in the Online Store and, for this purpose, may be required to register and provide Data such as first name, surname, email address, residential address, registered office address, Tax Identification Number (NIP) and a password.

The Account is created in accordance with the Online Store Terms and Conditions and constitutes an electronically supplied service. The rules governing maintenance of the Account and its potential deletion are set out in the applicable Terms and Conditions.

Data fields marked as mandatory must be completed in order to create a User Account. Providing any other Data is voluntary.

The Controller may entrust the processing of Personal Data to third parties without obtaining separate Consent from the User, provided that such processing is carried out on the basis of an appropriate data processing agreement.

Data obtained through Forms may be processed by third-party service providers where necessary to provide the relevant service. Users should familiarise themselves with the privacy policies of such service providers, which are available on their respective websites.

§5 RULES FOR THE PROCESSING OF PERSONAL DATA BY ARTIFICIAL INTELLIGENCE SYSTEMS

The Website may use tools based on artificial intelligence (hereinafter referred to as “AI Systems” or “AI”) for purposes including Data analysis, automation of customer support processes, content personalisation and improvement of the services provided.

The use of AI takes place in accordance with the GDPR and the European Union Artificial Intelligence Act (AI Act).

AI Systems may process Users’ Personal Data for purposes including:

- a. analysing User preferences and tailoring offers, including for behavioural marketing purposes;
- b. automatically handling User enquiries, for example through chatbots;
- c. detecting fraud and irregularities in transactions;
- d. carrying out statistical analyses for the purpose of improving services.

Personal Data is processed by AI only to the extent necessary to achieve the relevant purpose and on the basis of an appropriate legal basis, such as the User’s Consent pursuant to Article 6(1)(a) GDPR or the Controller’s legitimate interest pursuant to Article 6(1)(f) GDPR.

If you have any questions or concerns regarding the Controller’s use of AI Systems or AI-based technologies within the Website, please contact us using the contact details provided at the beginning of this Policy.

TRANSPARENCY AND AUTOMATED DECISION-MAKING

Where AI Systems are used to automatically process Users’ Personal Data, the Controller aims to ensure transparency with respect to such processing.

In particular:

- a. the Controller does not use solely automated decision-making that produces legal effects concerning Users or similarly significantly affects their rights or freedoms without an appropriate legal basis;

- b. where profiling is carried out, for example for the purpose of personalising marketing content, the User has the right to object where such a right applies under the GDPR and may request information concerning the processing of their Data;
- c. where an AI System makes a decision solely by automated means and the conditions set out in the GDPR apply, the User may have the right to:
 - obtain meaningful information about the logic involved in the automated processing;
 - contest the automated decision;
 - request human intervention.

For this purpose, the User may contact the Controller using any of the contact methods specified at the beginning of this Privacy Policy.

DATA MINIMISATION AND RETENTION PERIODS

AI Systems used by the Controller are intended to operate in accordance with the principle of data minimisation. This means that:

- a. only Data necessary to achieve the specified purpose is processed;
- b. the retention period is adjusted to the purpose of processing and does not exceed the period necessary for that purpose;
- c. once the relevant processing purpose has been achieved, the Data is anonymised or deleted unless the User has given Consent to further processing or further processing is permitted on another legal basis.

PROTECTION OF PERSONAL DATA IN AI SYSTEMS

AI Systems used by the Controller are intended to operate in accordance with the principles of privacy by design and privacy by default.

The Controller implements appropriate technical and organisational measures to protect Personal Data at each stage of processing.

In particular, the Controller seeks to:

- a) ensure compliance with the GDPR and the AI Act;
- b) use encryption and pseudonymisation mechanisms where appropriate and technically feasible;
- c) restrict access to Personal Data to authorised persons and entities only;
- d) carry out appropriate compliance reviews and, where required under applicable law, data protection impact assessments (DPIAs) in relation to AI tools.

§6 DISCLAIMER AND COPYRIGHT

1. NATURE OF THE CONTENT PUBLISHED

The content presented on the Website does not constitute legal, tax, financial or other professional advice and does not relate to any specific factual circumstances.

If the User requires assistance in a specific matter, they should contact a person authorised or qualified to provide the relevant advice or contact the Controller using the contact details provided.

The Controller shall not be liable for the use of content published on the Website or for any actions taken or omitted on the basis of such content.

2. PROTECTION OF COPYRIGHT AND RELATED RIGHTS

- a. Content published on the Website, including texts, graphics, photographs, video recordings, educational materials, source code and any other publications, is protected under applicable copyright and related rights legislation.
- b. The Controller does not consent to the copying, reproduction, distribution or use of such content, in whole or in part, without the Controller's express prior Consent. This does not apply where such use is permitted by applicable law, including permitted personal use or quotation within the limits provided for by law.
- c. Where excerpts from content published on the Website are quoted, the following is required:
 - identification of the author or source of the content;
 - indication of the Controller's full name;
 - inclusion of an active, clickable link to the complete source material available on the Controller's Website.
- d. Any breach of the above rules may result in civil or criminal liability in accordance with applicable law. The Controller reserves the right to pursue claims arising from copyright infringement, including claims for appropriate compensation.

3. TEXT AND DATA MINING (TDM)

- a) Text and data mining ("TDM"), meaning automated analysis of texts and data in digital form for the purpose of generating information, including in particular patterns, trends and correlations, may be subject to restrictions in relation to content available on the Website and may require the Controller's prior Consent.
- b) Where content available on the Website is used for text and data mining for commercial purposes, the User is required to obtain the Controller's prior Consent.
- c) Text and data mining may be carried out without the Controller's Consent only where permitted by applicable law, including for scientific or research purposes, provided that such use does not infringe copyright or other rights and, where required by law, is not carried out for the purpose of obtaining a direct or indirect commercial benefit.

4. CONTROLLER'S LIABILITY AS AN ONLINE SERVICE PROVIDER

- a. The Controller exercises due care in identifying and removing User-generated content, such as comments or posts, that infringes third-party copyright or other rights within the Website. This also applies, where relevant, to Users' activities on the social media channels described in this Policy.
- b. Where a User publishes content on the Website which they did not create or for which they do not hold the necessary rights, the User is responsible for any resulting infringement of applicable law.
- c. Where a copyright infringement is reported, the Controller may:
 - remove the infringing content;
 - restrict or block access to such content;
 - provide information concerning the infringement to the competent authorities or the relevant rights holder, where legally permitted or required.
- d. The User may have the right to appeal against a decision concerning the removal of their content in accordance with the procedure established by the Controller.

- e. By commenting on or publishing content on the Controller's profiles on social media platforms, the User grants the Controller a non-exclusive licence to use such content to the extent resulting from the functionality of the relevant platform and for the period during which the content remains published, until it is removed by the User.
- f. The Controller may moderate, hide or remove Users' comments or content where such content:
 - violates the terms or rules of the relevant social media platform;
 - contains offensive, vulgar, misleading or unlawful content;
 - constitutes advertising or spam or promotes unlawful activities;
 - infringes copyright or other intellectual property rights, including by copying the Controller's content without permission.
- g. Users who repeatedly violate the applicable content publication rules may be blocked or prevented from commenting or otherwise interacting with the Controller's Website or social media profiles.
- h. The Controller is not responsible for content published by Users on social media platforms, but may remove content that violates applicable rules and may report infringements to the relevant platform provider.
- i. Social media platforms, including Meta and LinkedIn, are required to comply with applicable copyright laws and their own procedures relating to copyright-infringing content.
- j. The Controller may report infringements to the relevant platform and, where appropriate, pursue its rights through legal proceedings or procedures made available under the platform's terms and conditions.
- k. Users should comply with the copyright rules and terms applicable to the relevant social media platforms and should not publish content that may infringe the rights of others.

5. Content published on the Website is current as of the date of publication unless otherwise indicated.

§7 TECHNOLOGIES

In order to use the Controller's Website, the User must have:

- a. access to the Internet through a suitable device, such as a desktop computer, laptop or other portable device, including equipment enabling communication and completion of the necessary Forms within the Service, such as a functioning keyboard;
- b. a properly configured and up-to-date web browser supporting, among other things, cookies and allowing websites to be displayed correctly, such as Microsoft Edge, Opera, Mozilla Firefox, Safari or Google Chrome;
- c. an active and properly configured email account. The Controller recommends that the User check whether emails sent from the Service's domain are being directed to folders such as "Spam", "Promotions" or any folder other than the primary inbox. The Controller has no control over this, as it depends on the User's email settings and/or email service provider;
- d. software capable of opening or playing content provided in the relevant formats, including PDF, video, MP3 and MP4 files.

§8 COOKIE POLICY

1. Like most websites, the Controller's Website uses tracking technologies, including cookies, which help improve the Website and adapt it to the needs of Users.
2. The Website does not automatically collect information other than information contained in cookies and similar technologies, except where otherwise stated in this Policy.
3. Cookies are small text files or other pieces of information stored on the User's terminal device, such as a computer, tablet or smartphone, when the User accesses the Website.
4. Cookies may include first-party cookies, originating directly from the Website, and third-party cookies, originating from services or websites operated by third parties.
5. Cookies may allow the Website to adapt its content to the individual needs of Users and other visitors. They may also be used to generate statistics showing how Users use and navigate the Website. This helps the Controller improve the Website, including its content, structure and appearance.
6. The User has the right to manage their preferences concerning cookies and other tracking technologies through the consent management mechanisms made available on the Website and in accordance with applicable law.
7. The Controller may use the following categories of cookies:
 - a. Essential cookies – necessary for the proper operation of the Website;
 - b. Analytics cookies – for example cookies associated with Google Analytics;
 - c. Marketing cookies – for example cookies associated with Meta Pixel;
 - d. Personalisation cookies – used to adapt content to the User;
 - e. further information concerning cookies I s provided below and through the cookie consent management tool available on the Website.
8. The Controller may use the following third-party cookies and technologies on the Website:

a) META PIXEL AND ADVERTISING THROUGH META ADS, INCLUDING CUSTOM AUDIENCES

The Controller may use the Meta Pixel and advertising tools available through Meta Ads for the purpose of managing advertising campaigns and conducting remarketing activities.

Meta Pixel is provided by Meta Platforms Ireland Limited and its affiliated companies. It is an analytics and advertising tool that may help the Controller measure the effectiveness of advertisements, understand actions taken by Users on the Website and reach selected groups of users through services such as Meta Ads and related advertising tools.

The Controller may also display advertising content to Users through Meta platforms.

The Controller may conduct remarketing activities involving persons who have consented to receiving relevant marketing communications, persons with similar characteristics or Users who have interacted with the Controller's social media profiles.

For this purpose, email addresses or other identifiers may be uploaded to marketing tools offered by Meta Platforms Ireland Limited, including Meta Ads Manager, in order to create advertising audiences, provided that the relevant persons are also users of Meta platforms.

Data uploaded for a particular advertising campaign is deleted after the relevant campaign has ended. Where another campaign is conducted, an updated contact database may be uploaded.

Detailed information concerning Custom Audiences, hashing of Data and processing of such Data is available in Meta's documentation:

<https://www.facebook.com/legal/terms/customaudience>
<https://www.facebook.com/legal/terms/dataprocessing>

Information collected through Meta Pixel may include information concerning the User's activity on the Website and may be combined by Meta with information associated with the User's Meta account in accordance with Meta's own privacy rules.

The Controller recommends that Users review the information concerning Meta Pixel and manage their privacy and advertising preferences directly through Meta's services. More information is available at: <https://www.facebook.com/privacy/policy/> and through Meta's advertising and privacy settings.

Where consent is required under applicable law, Meta Pixel and related non-essential technologies are activated only in accordance with the User's cookie preferences.

b) GOOGLE ANALYTICS

The Website may use Google Analytics for the purpose of analysing Website statistics.

Google Analytics uses cookies and similar technologies to analyse Users' activity and behaviour on the Website. These technologies may be used to store information such as how the User arrived at the Website, which pages were visited and how the Website was used.

The service is provided in connection with services offered by Google Ireland Limited and Google LLC.

Google Analytics is used to create statistics and improve the Controller's services and optimise the Website.

Where required under applicable law, Google Analytics is activated only after the User has given the relevant Consent through the cookie consent mechanism.

The Controller recommends that Users review Google's information concerning Google Analytics and the available privacy controls: <https://support.google.com/analytics/>

Google Privacy Policy: <https://policies.google.com/privacy>

c) WEB PUSH NOTIFICATIONS

For the purpose of facilitating communication with Users and providing information or offers more quickly, the Controller may allow Users to consent to receiving web push notifications through their browser.

To consent to web push notifications, the User must select the relevant option displayed by their browser, such as "Allow notifications" or another equivalent option.

Consent to receiving web push notifications may be withdrawn at any time by changing the User's browser settings.

The Controller may process technical identifiers necessary to deliver web push notifications. The exact scope of such processing depends on the browser and technology used.

d) SOCIAL MEDIA LINKS AND PLUGINS

The Website may contain links or plugins directing Users to social media services such as Facebook, Instagram and LinkedIn.

After clicking the relevant icon or link, the User is redirected to the website or service operated by the relevant third-party provider.

The User may then be able to interact with the Controller's profile, for example by following it, liking content or sharing posts, articles, videos or other materials.

The Controller recommends reviewing the privacy policy of the relevant platform before creating an account or interacting with it.

From the moment the User accesses the relevant social media platform, Personal Data may be processed by that platform in accordance with its own privacy rules and terms.

Where a social media plugin or third-party technology places cookies or similar technologies on the User's device, this will occur in accordance with the User's consent settings and applicable law.

The above information applies in particular to:

Facebook:

<https://www.facebook.com/elapsemotorsport>

Instagram:

https://www.instagram.com/elapse_motorsport

LinkedIn:

<https://www.linkedin.com/company/elapsemotorsport>

e) GOOGLE ADS AND ADVERTISING EFFECTIVENESS TOOLS

The Controller may use tools provided by Google to measure the effectiveness of advertising campaigns and to conduct advertising and remarketing activities.

Such tools may collect technical and behavioural information necessary to measure campaign performance and display relevant advertisements.

The Controller recommends reviewing Google's Privacy Policy for further information concerning these features and the available privacy settings.

f) COOKIES USED FOR ABANDONED CART RECOVERY AND ONLINE STORE ACTIVITY

Cookies or similar technologies may be used to identify abandoned shopping carts or activity within the Online Store in order to communicate with the User concerning an unfinished order, where permitted under applicable law.

Such processing may be based on the Controller's legitimate interest or, where required, on the User's Consent.

g) EMBEDDED CONTENT FROM THIRD-PARTY WEBSITES AND SERVICES

The Controller may embed content on the Website from external platforms, services, blogs or other third-party websites.

Such content may include, in particular, videos from YouTube or Vimeo and audio recordings hosted on services such as SoundCloud.

Third-party providers may process certain Data concerning the User's interaction with such embedded content.

If the User does not wish this to occur, they may log out of the relevant third-party service before visiting the Controller's Website, where applicable, or refrain from playing or interacting with the embedded content.

The User may also adjust browser or cookie settings to restrict the loading of certain third-party content.

SoundCloud

When playing recordings embedded from SoundCloud, the User uses services provided by SoundCloud, which acts independently in relation to the services it provides to the User.

Further information is available in SoundCloud's: Privacy Policy: <https://soundcloud.com/pages/privacy>, Cookie Policy: <https://soundcloud.com/pages/cookies>, Terms of Use: <https://soundcloud.com/terms-of-use>.

YouTube

YouTube services are provided by Google and may allow Users to play video recordings embedded on the Controller's Website.

YouTube may store cookies or similar technologies on the User's device and, where the User is logged into a YouTube or Google account, may associate information concerning playback or interaction with that account.

When using embedded YouTube content, the User uses services provided by Google Ireland Limited and/or other Google entities in accordance with Google's applicable terms and privacy rules. Further information is available at: <https://policies.google.com/privacy> and <https://www.youtube.com/t/terms>.

h) AFFILIATE LINKS AND PARTNER PROGRAMMES

The Website may contain affiliate links to products or services offered by third parties.

Such links may be used as a method of monetising content made available on the Website, generally without charge to the User.

Clicking an affiliate link does not in itself result in any additional charge to the User. If the User visits a third-party website through an affiliate link and makes a purchase, the Controller may receive a commission.

Where affiliate tracking uses cookies or similar technologies, such technologies will be used in accordance with the User's consent settings and applicable law.

The Website may also display advertisements for third-party products through advertising services such as Google AdSense.

The Controller does not determine all aspects of the content or appearance of advertisements generated automatically by the advertising provider.

Users may manage advertising personalisation through Google's advertising settings: <https://adssettings.google.com/>

i) AI CHATBOT

As part of the Website's functionality, the Controller may use an AI chatbot to provide automated User support, answer frequently asked questions and assist Users during purchasing or consultation processes.

The chatbot operates using artificial intelligence technologies and may process Personal Data for purposes including:

- a. providing personalised User support;
- b. analysing User enquiries and improving the quality of responses;
- c. improving the functionality of the Service.

The AI chatbot used on the Website is intended to operate in accordance with applicable data protection and AI legislation.

In particular:

- a. it does not make solely automated decisions producing legal effects concerning the User or similarly significantly affecting the User;

- b. the User may contact a human representative in relation to questions concerning their Data or the operation of the chatbot;
- c. Users should not provide special categories of Personal Data, such as information concerning health, political opinions, religion or other sensitive information, unless expressly requested and supported by an appropriate legal basis.

The scope of Personal Data processed by the chatbot depends primarily on the information voluntarily provided by the User.

If the User does not wish to provide Data necessary to obtain the requested information through the chatbot, they may contact the Controller by another available method.

The chatbot may process Data such as first name or nickname, where provided by the User, content of the conversation, IP address, User session identifier.

Processing of Personal Data through the chatbot may be based on Article 6(1)(a) GDPR – the User’s Consent, where Consent is the appropriate legal basis; Article 6(1)(b) GDPR – where processing is necessary to respond to the User’s request or provide a service requested by the User; Article 6(1)(f) GDPR – the Controller’s legitimate interest in providing efficient User support and developing the functionality of the Website.

Data provided during a chatbot conversation may be retained for a maximum period of 30 days and subsequently deleted or anonymised, unless the User requests earlier deletion or continued retention is permitted or required on another legal basis.

j) CLOUDFLARE TURNSTILE – PROTECTION AGAINST SPAM AND BOTS

The Controller may use Cloudflare Turnstile in order to protect the Website against automated attacks, bots, spam and abuse of contact Forms.

Cloudflare Turnstile analyses technical and behavioural signals in order to determine whether an interaction originates from a human User or an automated system.

Depending on the version and configuration used, Cloudflare may operate in the background and may not require additional action from the User.

Cloudflare may process information including: IP address, information concerning the User’s operating system and web browser, time spent on the Website, mouse movements and other interaction signals, interaction with Forms, technical information concerning visits to websites using reCAPTCHA and other technical parameters determined by Cloudflare. Cloudflare Turnstile is used exclusively for purposes including:

- a. protecting Forms against automated spam;
- b. protecting the Website against unauthorised access attempts;
- c. improving the security and integrity of the Website and related systems.

The Controller may rely on Article 6(1)(f) GDPR, i.e. its legitimate interest in protecting the Website against abuse and ensuring its security, where this constitutes an appropriate legal basis under applicable law.

The service is provided by Cloudflare, Ltd., County Hall/The Riverside Building Belvedere Road, London. Privacy Policy: <https://www.cloudflare.com/policies/privacy/>.

Data processed through reCAPTCHA is retained in accordance with Google’s applicable policies and retention practices.

Because Cloudflare may form part of the Website's security infrastructure, disabling it for an individual User may not always be technically possible.

Where the User does not wish to use a Form protected by Cloudflare, they may contact the Controller through another available method, such as email or telephone.

k) UMAMI ANALYTICS – WEBSITE TRAFFIC ANALYSIS

For the purpose of analysing how the Website is used, assessing its performance and improving the content and services offered, the Controller uses Umami Analytics.

Umami Analytics is an analytics tool designed with user privacy in mind. In its standard configuration, the tool does not use cookies and does not store data that directly identifies the User.

When Umami Analytics is used, the following information may be collected in particular:

1. pages visited and the number of page views,
2. the URL and the source from which the User accessed the Website (referrer),
3. browser type and operating system,
4. device type and screen resolution,
5. browser language,
6. the User's approximate location, such as country, region or city,
7. actions performed within the Website, where the Controller has configured tracking of specific events, such as clicks on buttons or forms.

The IP address of the User's device may be used technically to determine an approximate location; however, according to Umami's documentation, the IP address is not stored.

The tool is used in particular for the following purposes:

1. creating anonymous or aggregated statistics concerning the use of the Website,
2. analysing Website traffic and how Users navigate the Website,
3. measuring the effectiveness of individual pages and content,
4. identifying issues related to the functioning of the Website,
5. improving the Website's functionality, structure and content.

The processing of information in connection with the use of Umami Analytics is based on Article 6(1)(f) GDPR, i.e. the Controller's legitimate interest in analysing how the Website is used, maintaining statistics, and developing and optimising the Service.

In its standard configuration, Umami Analytics does not use cookies and is not used to track Users across different websites.

9. The Controller recommends that Users familiarise themselves with the privacy policies of the providers of the above services in order to understand the available privacy options and settings.
10. The Website may use two main types of cookies: session cookies, which are generally deleted when the browser is closed, the User logs out or the relevant session ends; persistent cookies, which remain stored on the User's device for the period specified in the cookie settings or until they are deleted by the User. Persistent cookies may allow the Website or relevant service provider to recognise the User's browser during a subsequent visit.

11. Web browsers may allow cookies to be stored on the User's device by default. Users may change their cookie settings at any time. Browser settings may generally be configured to block the automatic storage of cookies or to notify the User whenever a cookie is placed on their device. Detailed information concerning cookie management is available in the settings or help section of the User's browser.
12. Restricting or disabling cookies may affect certain functionalities of the Website and may prevent some features from operating correctly.
13. Further general information about cookies may be available through the help section of the User's web browser or through other educational resources concerning cookies and online privacy.
14. The User may delete cookies originating from the Website, the Online Store or the Controller's service providers at any time by changing their browser settings. The exact method of deleting cookies depends on the browser used by the User. Further information is generally available in the browser's "Help" section.
15. Deleting cookies from the User's device does not necessarily result in the deletion of Personal Data previously obtained or otherwise processed by the Controller through such cookies.

§9 COOKIE CONSENT

When visiting the Website for the first time, the User should specify the scope of their Consent to the use of cookies while using the Website or take any other available action indicated in the displayed cookie notice in order to continue using the Website.

The User manages their cookie preferences through the cookie consent management tool.

Refusing Consent to cookies other than those strictly necessary does not prevent the User from using the Website, except for functionalities that depend on such cookies.

The User may change their browser settings and disable or delete cookies at any time. The necessary information is available in the "Help" section of the User's browser.

§10 SERVER LOGS

1. Use of the Website involves sending requests to the server on which the Website is hosted.
2. Each request sent to the server is recorded in the server logs. Such logs may include, among other things, the User's IP address, the date and time of the request, information concerning the web browser and the operating system used by the User.
3. Server logs are recorded and stored on the server.
4. Server logs are used for the purpose of administering the Website. Their contents are not disclosed to any persons or entities other than those authorised to administer or maintain the server.
5. The Controller does not use server logs for the purpose of directly identifying the User.

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