

## PRIVACY AND COOKIES POLICY

<https://ffrree.com>

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We invite you to review the information regarding the processing of personal data within the Service. While the use of the Service's functionalities is voluntary, the provision of certain data is necessary for proper use of the Service.

If you do not agree with this Privacy and Cookies Policy, please discontinue using the Service.

### 1. Personal Data Controller

- 1.1. E-TRADE SOLUTIONS Sp. z o.o., with its registered office at Hangarowa 15, 59-220 Legnica, Poland, entered into the Register of Entrepreneurs of the National Court Register (KRS) under number 0000875181, maintained by the District Court for Wrocław-Fabryczna in Wrocław, IX Commercial Division. NIP (VAT ID): 6912552324, REGON (Business ID): 387822015, with a share capital of 100,000 PLN.
- 1.2. Since there is no obligation to do so, the Controller has not appointed a Data Protection Officer.
- 1.3. For social media profiles linked to the Service, the Controller and the relevant social media platform operators act as joint controllers of personal data. This means each operator independently determines the purposes and means of processing personal data. You can find details on how personal data is processed by each provider here: [Facebook](#); [Instagram](#), [LinkedIn](#).
- 1.4. Regarding products sold via the Service, the Controller and the seller are joint controllers of personal data, meaning the seller independently determines the purposes and means of processing personal data. For more details on data processing, please refer to: [https://iso-trade.eu/wp-content/uploads/2021/08/PRIVACY-POLICY-OF-THE-WEBSITE-OF-ISO-TRADE.EU .pdf](https://iso-trade.eu/wp-content/uploads/2021/08/PRIVACY-POLICY-OF-THE-WEBSITE-OF-ISO-TRADE.EU.pdf).

### 2. Contacting the Controller

- 2.1. You may contact the Controller via:
  - a. Email: [b2b@ffrree.com](mailto:b2b@ffrree.com)
  - b. Telephone: [+48 724 792 148](tel:+48724792148);
  - c. Post: ul. Hangarowa 15, 59-220 Legnica

### 3. Definitions

- 3.1. The following terms indicated in the Privacy Policy have the meanings assigned to them below:

<b>GDPR</b>	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) (OJ L 119, 4.5.2016, p. 1);
<b>Personal Data</b>	any information relating to an identified or identifiable natural person, specifically a person who can be directly or indirectly identified, for example, personal data such as name, surname, residential address, or contact details, including email address or telephone number;

<b>Policy</b>	this privacy and cookies policy;
<b>Processor</b>	a natural or legal person, or another entity, that processes Personal Data on behalf of the Controller;
<b>Service</b>	The online service operated by the Administrator at: <a href="https://fffree.com">https://fffree.com</a> ;
<b>User / You</b>	any natural person visiting the Service or using its functionalities.

#### **4. Scope of the Policy**

- 4.1. This Privacy Policy applies to the processing of the User's Personal Data by the Controller, including processing based on a data processing agreement, authorisation, or the sharing of Personal Data.
- 4.2. The Controller processes Personal Data to the extent necessary for the use of the functionalities of the Service, the provision of services, the delivery of goods, the placement of orders, and for the conclusion and performance of contracts.
- 4.3. The Controller may also process Personal Data that allows for the identification of the device you use to access the Service, such as IP addresses, online identifiers, and data obtained from cookies. When combined with other data, this information may potentially allow for the identification of the User. This data is used to identify the User's session, customise displayed content, and for statistical purposes.

#### **5. Method of Collecting Personal Data**

- 5.1. Personal Data is usually provided directly by the User during their use of the Service, such as when creating a User account, placing an order, making a purchase, subscribing to the Newsletter, or in connection with services provided to the User, etc.
- 5.2. The Controller also processes public data from the User's accounts/profiles when the User interacts with the Controller via social media platforms.
- 5.3. Other Personal Data processed by the Controller includes data automatically collected for analytical, statistical purposes, and for the personalisation of services according to the User's needs.
- 5.4. Detailed information regarding the purposes, scope, duration, and legal basis for the processing of Personal Data, as well as whether providing it is mandatory or voluntary, is described in section 6 of this Policy.

#### **6. Purposes, Scope, Legal Basis, and Duration of Personal Data Processing, and Mandatory or Voluntary Provision of Personal Data**

- 6.1. Below are the specific purposes, scope, and legal basis for the processing of Personal Data collected during the use of the Service, its functionalities, and the services provided by the Controller.
- 6.2. Use of the Service and Shop, as well as entering into contracts with the Controller, is voluntary, as is the provision of Personal Data to the Controller. However, certain Personal Data is required for the conclusion and performance of contracts and the proper provision of services.
- 6.3. The Controller has conducted a risk analysis related to this matter. The User's Personal Data is processed in compliance with applicable law, with appropriate technical and organisational security measures in place.
- 6.4. Personal Data may be processed for the purposes listed below, based on the specified legal grounds, within the defined scope, and for the stated duration:

Purpose of Personal Data Processing	Scope of Personal Data	Legal Basis	Duration of Personal Data Processing
<p><b>Effective order placement, as well as the conclusion and performance of the contract.</b></p>	<p>Personal Data necessary for the conclusion and performance of the contract: first name, last name, email address, phone number, company name (business name), business address/headquarters (street, building number, unit number, postal code, city, country), delivery address (street, building number, unit number, postal code, city, country), VAT ID (NIP) and National Business Registry Number (REGON), IP address, order identification data. Optionally, other Personal Data provided by the User.</p> <p>Providing Personal Data is voluntary but necessary for successful order placement, as well as the conclusion and performance of the contract. The consequence of not providing Personal Data is the inability to successfully place an order, conclude, or perform the contract.</p>	<p>Article 6(1)(b) of GDPR (necessity for the conclusion and performance of a contract).</p>	<p>For the duration of the contract, and thereafter until the expiry of the limitation period for claims arising from the contract, as well as for the potential establishment and pursuit of claims related to the contract or defence against claims – until the limitation period expires. Additionally, for the fulfilment of accounting and tax obligations, archiving purposes, and statistical purposes, including the identification of returning customers.</p>

<p><b>Actions taken to complete the order.</b></p>	<p>Occasionally, a User may begin the order process but not complete it, meaning that no valid contract is concluded with the Controller or the seller. In such cases, the Controller may take actions to encourage the User to complete the order and, consequently, enter into and perform the contract. To this end, the Controller may contact the User via email to encourage them to finalise the purchase process. The Controller may process the User's Personal Data such as: Personal Data necessary for the conclusion and performance of the contract, including first name, last name, email address, phone number, company name (business name), business address/headquarters (street, building number, unit number, postal code, city, country), delivery address (street, building number, unit number, postal code, city, country), VAT ID (NIP) and National Business Registry Number (REGON), IP address, order identification data. Optionally, other Personal Data provided by the User, e.g., the date when the order process began.</p> <p>Providing Personal Data is voluntary, but necessary to keep the order active in the Service, successfully place the order, and consequently enter into a contract. The consequence of not providing Personal Data is the inability to keep the order active in the Service, successfully place the order, or conclude and perform the contract.</p>	<p>Article 6(1)(b) of GDPR (necessity for the conclusion and performance of a contract), Article 6(1)(f) of GDPR (necessity for the purposes of the legitimate interests pursued by the Controller, i.e., completing the purchase process in the Service, increasing sales in the Service, customer service, and communication with the User).</p>	<p>For the duration of the active order in the Service, and thereafter until the expiry of the limitation period for claims, as well as for the potential establishment and pursuit of claims related to the order or the operation of the Service, or defence against claims - until the limitation period expires, and for archiving and statistical purposes.</p>
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<p><b>Conclusion of a contract for the creation and management of a User account, as well as providing the User account maintenance service in the Service.</b></p>	<p>Email address necessary to create the User account and, for the purpose of concluding contracts and using services via the account, billing details: first name, last name, phone number, email address, company name (business name), business address/headquarters (street, building number, unit number, postal code, city, country), VAT ID (NIP), and National Business Registry Number (REGON).</p> <p>Providing Personal Data is voluntary, but necessary for the creation and maintenance of the User account. The consequence of not providing Personal Data is the inability to conclude and perform the contract regarding the User account.</p>	<p>Article 6(1)(b) of GDPR (necessity for the conclusion and performance of a contract).</p>	<p>For the duration of the contract, and thereafter until the expiry of the limitation period for claims arising from the contract, as well as for the potential establishment and pursuit of claims related to the contract or defence against claims – until the limitation period expires.</p>
<p><b>Handling complaints and withdrawal from the contract.</b></p>	<p>Personal Data included in the content of the complaint or the statement of withdrawal from the contract</p> <p>Providing Personal Data is voluntary, but necessary to submit a complaint or file a statement of withdrawal from the contract. The consequence of not providing Personal Data is the inability to process the complaint or exercise the right to withdraw from the contract.</p>	<p>Article 6(1)(c) of GDPR (necessity for compliance with the Controller's legal obligation, i.e., handling a valid complaint and exercising the right to withdraw from the contract) in connection with relevant provisions on the right to withdraw from a contract or liability for conformity with the contract.</p>	<p>Until the completion of the complaint procedure or the exercise of the right to withdraw from the contract, and thereafter until the expiry of the limitation period for claims arising from the contract, as well as for the potential establishment and pursuit of claims related to the contract or defence against claims – until the limitation period expires, and to fulfil accounting and tax obligations, as well as for archiving and statistical purposes.</p>
<p><b>Conclusion and performance of the contract for the provision of the Newsletter service.</b></p>	<p>Personal Data provided in the subscription form, e.g., first name, email address.</p> <p>Providing Personal Data is voluntary, but necessary for the conclusion and performance of the contract for the delivery of the Newsletter. The consequence of not providing Personal Data is the inability to conclude and perform the contract (i.e., inability to receive the Newsletter).</p>	<p>Article 6(1)(b) of GDPR (necessity for the conclusion and performance of the contract for the provision of the Newsletter service) and Article 6(1)(f) of GDPR (necessity for the purposes of the Controller's legitimate interest, i.e., direct marketing), as well as consent based on Article 10 of the Act on the Provision of Electronic Services and Article 172 of the Telecommunications Law.</p>	<p>For the duration of the contract, until the service is canceled, and thereafter for the potential establishment and pursuit of claims related to the contract or defense against claims – until the limitation period expires, and to demonstrate the legality of the conclusion and performance of the contract for the provision of the Newsletter service.</p>

<p><b>Handling correspondence, including emails, traditional mail, contact form inquiries, and messages on social media platforms.</b></p>	<p>Personal Data provided in the content of the correspondence, such as first name, last name, phone number, email address, mailing address (street, building number, unit/apartment number, postal code, city, country), company name (business name), business address/headquarters (street, building number, unit number, postal code, city, country), VAT ID (NIP) and National Business Registry Number (REGON).</p> <p>Providing Personal Data is voluntary but necessary to receive a response to the message. The consequence of not providing Personal Data is the inability to establish contact and receive a response.</p>	<p>Article 6(1)(f) of GDPR (necessity for the purposes of the Controller's legitimate interest, i.e., responding to the message, communication with the User, conducting traditional and email correspondence with the User, and customer service); Article 6(1)(a) of GDPR (consent given by the voluntary action of sending a message by the User); Article 6(1)(b) of GDPR (necessity to take actions upon the User's request).</p>	<p>Until an effective objection is raised or consent is withdrawn, or until the purpose of processing Personal Data is achieved, and thereafter for archiving purposes, to document the course of the correspondence exchange.</p>
<p><b>Publishing (by the User or the Controller) reviews and comments on the Service, social media, and other platforms as part of marketing services or products.</b></p>	<p>Personal Data such as email address, first and last name or username, image (appearance, face, etc.), IP address from which the review or comment was posted.</p> <p>Providing Personal Data is voluntary but necessary to publish the review/comment. The consequence of not providing Personal Data is the inability to publish the review/comment.</p>	<p>Article 6(1)(a) of GDPR (consent given through the voluntary action of posting the review/comment).</p>	<p>For as long as the review/comment is available on the Service, or until consent for publication is withdrawn, and thereafter for archiving purposes, for the potential pursuit of claims related to the comment/review or defence against claims – until the limitation period for claims expires.</p>
<p><b>Compliance with tax and accounting obligations.</b></p>	<p>Personal Data necessary for issuing an invoice or other sales document: first name, last name, company name (business name), business address/headquarters (street, building number, unit number, postal code, city, country), VAT ID (NIP), and National Business Registry Number (REGON).</p>	<p>Article 6(1)(c) of GDPR (the Controller's obligation arising from tax and accounting regulations).</p>	<p>For the period specified by legal provisions for the mandatory retention of documentation, including tax and accounting documentation, and until the expiry of the limitation period for claims related to the fulfilment of accounting and tax obligations.</p>
<p><b>Marketing activities, including the targeting of advertisements.</b></p>	<p>Anonymous analytical and statistical data collected by external tools provided by third parties.</p>	<p>Article 6(1)(f) of GDPR (legitimate interest in conducting marketing activities).</p>	<p>Until an effective objection is raised, and for the purpose of establishing and pursuing claims or defending against claims – until the limitation period expires.</p>
<p><b>Storage of User content under the Digital Services Act.</b></p>	<p>In the event that the Controller provides intermediary services within the meaning of the Digital Services Act (DSA), the Controller processes the Personal Data provided by the User necessary for using the service and may process the User's IP address.</p>	<p>Article 6(1)(c) of GDPR (necessity for the proper provision of intermediary services by the Controller under the Digital Services Act).</p>	<p>User content, along with the provided Personal Data, is stored for as long as it is visible in the place of service provision, and thereafter may be processed until the limitation period for claims related to the provision of intermediary services by the Controller expires, and to fulfil obligations under GDPR. The User may delete or modify their content.</p>

<p><b>Compliance with obligations under the Digital Services Act (DSA).</b></p>	<p>In connection with fulfilling obligations under the Digital Services Act (DSA), Personal Data will be processed for the purpose of receiving and addressing reports related to unlawful content (as defined in the Service Terms), handling appeals regarding decisions on unlawful content, moderating unlawful content, and cooperating with relevant authorised bodies in relation to such content. Personal Data will be processed to the extent necessary to achieve this purpose.</p> <p>Providing Personal Data is voluntary but necessary for submitting a report of unlawful content, having it reviewed by the Controller, and for taking appropriate actions concerning the unlawful content.</p>	<p>Article 6(1)(c) of GDPR in connection with the provisions of the Digital Services Act (DSA).</p>	<p>For the duration of moderation, verification, and review of the report, and the conclusion of any cooperation with relevant authorities regarding the report, and thereafter until the expiry of the limitation period for claims related to the provision of intermediary services by the Controller.</p>
<p><b>Archival, evidentiary purposes, including the establishment, exercise, or defence of legal claims.</b></p>	<p>Archiving may include, but is not limited to, the specified Personal Data related to a particular contract concluded between the User and the Controller, which may give rise to certain claims in the future.</p>	<p>Article 6(1)(f) of GDPR (the Controller's legitimate interest in ensuring the ability to demonstrate certain facts in the future, including for the purpose of establishing, exercising, or defending legal claims).</p>	<p>Until the time specified by law for the limitation of claims for various legal grounds or until the data is no longer useful.</p>
<p><b>Management of the Service and the Controller's pages on social media platforms - to the extent that the Controller is responsible for managing those pages.</b></p>	<p>Publicly available Personal Data specified in the User's profile on a given social media platform, including potentially their image (appearance, face, etc.), as well as Personal Data contained in the content of any correspondence, including for the purpose of establishing contact. In relation to the Service, the Controller processes the following Personal Data: the User's IP address and data regarding the User's behaviour in the Service.</p> <p>Providing Personal Data is voluntary but necessary for using the Controller's profile on social media platforms. The consequence of not providing Personal Data is the inability to use the Controller's profile on social media platforms.</p>	<p>Article 6(1)(f) of GDPR (the legitimate interest of the Controller in maintaining and managing the Service and the Controller's social media pages, as well as engaging with Users through these platforms).</p>	<p>For the duration that the Personal Data is publicly accessible in the User's profile on the relevant social media platform and within that platform, and until the User removes any correspondence sent through social media.</p>

<b>Analysis and statistics of User behaviour in the Service.</b>	Anonymous statistical data regarding User behavior in the Service, as well as Personal Data associated with the User's account.	Article 6(1)(f) of GDPR (the legitimate interest of the Controller in analysing information about User behaviour in the Service, including data collected automatically, such as Google Analytics, cookies, or Meta Pixel, for optimising the Controller's activities, including marketing and advertising efforts).	Until an effective objection is raised, and for the purpose of establishing and pursuing claims or defending against claims – until the limitation period expires.
<b>Compliance with obligations arising from data protection regulations, including the creation of records required by the GDPR.</b>	Personal Data necessary to comply with legal obligations related to data protection, depending on the type of obligation and the scope of Personal Data required for compliance.	Article 6(1)(c) of GDPR (the obligation of the Controller arising from legal provisions regarding data protection) and Article 6(1)(f) of GDPR (the legitimate interest of the Controller in fulfilling all necessary obligations arising from applicable legal provisions on data protection).	Until an effective objection is raised, for the duration of the Controller's liability as specified by law, and for the purposes of establishing or defending against claims – until the limitation period expires.

- 6.5. The User may withdraw consent for the processing of Personal Data based on that consent at any time or object to the processing of Personal Data based on the legitimate interest of the Controller.
- 6.6. Processing of Personal Data may also continue after the aforementioned processing periods, until the limitation period for any potential claims expires, or as long as it is possible or required under applicable laws. If the processing period for Personal Data has expired based on one legal basis, this does not mean that the Personal Data cannot be processed based on another legal basis.

## 7. Recipients of Personal Data and Transfer of Personal Data to Third Countries (Outside the EEA)

- 7.1. In connection with the Controller's activities and to ensure the effective fulfillment of orders and performance of contracts, the Controller engages carefully selected third parties in certain areas, primarily within the European Economic Area (EEA), but not exclusively. Each third party that the Controller collaborates with ensures the protection of Personal Data in accordance with applicable law and the provisions of this Policy. They are also obligated to keep Personal Data confidential and secure. This obligation is indefinite and remains in effect even after the collaboration ends. Where required by law, the Controller enters into data processing agreements with these third parties.
- 7.2. The recipients of Personal Data processed by the Controller include:
- a. Hosting provider (Hetzner Online GmbH, Industriestr. 25, 91710 Gunzenhausen, Germany, registration number: HRB 6089, tax identification number: DE 812871812; <https://www.hetzner.com/legal/privacy-policy/>);
  - b. Product vendor (ISO TRADE Spółka z o. o., ul. Hangarowa 15, 59-220 Legnica, Poland, KRS: 0000947722, NIP: 6912559326, <https://iso-trade.eu/wp-content/uploads/2022/03/POLITYKA-PRYWATNOSCI-STRONY-INTERNETOWEJ-ISO-sp-zoo.pdf>);
  - c. Email correspondence and Newsletter management system (Mailgun Technologies Inc., 112 E Pecan St, San Antonio, Texas 78205, USA, <https://www.mailgun.com/legal/privacy-policy/>);



- d. Invoice issuing system provider (Fakturownia Sp. z o. o., ul. Juliana Smulikowskiego 6/8, 00-389 Warsaw, Poland, KRS: 0000572426, REGON: 362333847, NIP: 5213704420, <https://fakturownia.pl/polityka-prywatnosci>);
  - e. Service functionality support provider, including order management, cart, and registration (Slack Technologies Limited, Salesforce Tower, 60 R801, North Dock, Dublin, Ireland, registration number: 558379, tax identification number: IE3336483DH, <https://slack.com/trust/privacy/privacy-policy>);
  - f. Accounting office;
  - g. Courier service providers, including delivery service providers;
  - h. Technical support service providers for the Service, where technical work involves Personal Data;
  - i. Providers of IT tools and solutions;
  - j. Order management and contract execution service providers;
  - k. Payment service providers;
  - l. Legal or tax advisors;
  - m. Landing page system providers;
  - n. Providers of ERP systems or other related systems in the eCommerce industry;
  - o. Providers of cloud-based services;
  - p. other entities, if the scope of their assigned tasks requires access to Personal Data (e.g. Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland; Meta Platforms Ireland Limited, 4 Grand Canal Square, Grand Canal Harbour).
- 7.3. The Controller reserves the right to disclose selected information concerning the User to authorised regulatory bodies or third parties that request such information, based on the appropriate legal basis and in accordance with applicable law.
- 7.4. The Controller utilises services from international entities. As a result, some of the User's Personal Data may be processed in third countries (outside the EEA). The entities the Controller collaborates with ensure the protection of Personal Data and security procedures in compliance with GDPR requirements. For information regarding the protection of Personal Data by these entities, you can refer to the respective links: [Facebook](#); [Instagram](#), [LinkedIn](#), [Mailgun](#), [Slack](#).

## **8. Automated Processing of Personal Data, Including Profiling**

- 8.1. The User's Personal Data may be processed automatically using tracking tools and technologies (including profiling); however, this will not have any legal effects or otherwise affect the User's situation.
- 8.2. The information collected remains anonymous and is not combined with other Personal Data of the User in a way that allows for identification. An exception may apply if the User has an account within the Service. Nevertheless, this will not have a significant impact on the User.
- 8.3. Automated processing, including profiling, may involve analysing and assessing User data to tailor the content displayed to the User and the products offered, including the User's preferences.

## **9. User Rights**

- 9.1. Under GDPR provisions, the User has the right to:
  - a. Receive confirmation of the processing of Personal Data and information constituting the information obligation (Article 15 GDPR);
  - b. Access their Personal Data (Article 15(1) GDPR);
  - c. Request the rectification of Personal Data (Article 16 GDPR);
  - d. Request the erasure of Personal Data (if justified under Article 17(1) or (3) GDPR);
  - e. Restrict the processing of Personal Data (if justified under Article 18(1) GDPR);
  - f. Object to the processing of Personal Data (Article 21 GDPR);
  - g. Withdraw consent for the processing of Personal Data (in cases where processing is based on the User's consent). The withdrawal of consent does not affect the processing of Personal Data until the withdrawal is reported. It also does not entitle the User to request the erasure of Personal Data processed for archiving or evidentiary purposes;

- h. Data portability (Article 20 GDPR);
  - i. Lodge a complaint with the supervisory authority – the President of the Personal Data Protection Office.
- 9.2. The above rights are not absolute, as in certain situations, they may be subject to limitations under applicable laws.
- 9.3. If you have any questions or concerns regarding the protection of your Personal Data, please contact the Controller using the contact details provided in section 2.1. of this Policy. In your message, please specify your request and provide justification. Your request will be addressed within thirty (30) days.

## 10. Cookies and Tracking Technologies

- 10.1. Cookies (also known as "cookies") are pieces of information stored in text files that the Service sends to the User's web browser, which the browser then sends back during subsequent visits to the Service. Cookies are stored on the User's device (computer, laptop, smartphone). Cookies are used to maintain the User's session and to remember other data, allowing the User to avoid re-entering the same information each time they return to the Service. Cookies retain, among other things, the name of the website, the User's browser data, unique settings, and the duration of data retention.
- 10.2. Cookies may contain Personal Data in the form of system identifiers that allow for the unique identification of the User. In such cases, the legal basis for processing the User's Personal Data is their consent (Article 6(1)(a) of GDPR). Consent may be withdrawn at any time without affecting the lawfulness of processing prior to the withdrawal.
- 10.3. Within the Service, the following types of cookies are used:
- a. **Essential Cookies** - These cookies are necessary for the User to navigate the Service and use its features. Essential cookies provide basic functionalities and ensure the security of the Service anonymously. As a general rule, essential cookies do not involve the processing of Personal Data. If Personal Data were to be processed by essential cookies, the legal basis for processing would be the legitimate interest of the Controller (Article 6(1)(f) of GDPR). In this case, the legitimate interest of the Controller relates to the technical requirements for using the Service.

Name	Expires	Placed by	Purpose
csrftoken	1 year	<a href="http://app.ffffree.com">app.ffffree.com</a>	Security: prevents CSRF attacks
sessionid (cookie name may be expressed as a unique identifier)	Session (expires when browser is closed)	<a href="http://app.ffffree.com">app.ffffree.com</a>	Session management: Maintains user session on the app.
django_language	Session (expires when browser is closed)	<a href="http://app.ffffree.com">app.ffffree.com</a>	Functionality: stores the user's preferred language setting.
NEXT_LOCALE	1 month	<a href="http://ffffree.com">ffffree.com</a>	Functionality: stores the user's preferred language setting.
Session cookie (cookie name may be expressed as a unique identifier)	Session (expires when browser is closed)	<a href="http://ffffree.com">ffffree.com</a>	Session management: maintains user session on the app.

- b. **Statistical Cookies** - This category of cookies collects information that shows how the User interacts with the Service, such as the most frequently visited subpages. These cookies are used to improve the functionality of the Service. Statistical cookies are disabled by default and can only be activated with the User's consent, expressed by clicking the appropriate checkbox that appears during visits to the Service. The User can withdraw consent at any time.

Name	Expires	Placed by	Purpose
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- c. **Marketing Cookies** - This category of cookies is used to track the User across websites to display ads that are relevant and interesting to the User, thus valuable for advertisers and partners collaborating with the Controller. These cookies can only be activated with the User's consent, expressed by clicking the appropriate checkbox that appears during visits to the Service. The User can withdraw consent at any time. For marketing purposes, the Personal Data of Users is processed based on Article 6(1)(a) of GDPR. The User may object to such data processing at any time.

Name	Expires	Placed by	Purpose
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- d. **Third-Party Cookies** - Some cookies placed on the User's device may be utilised by partners collaborating with the Service. The Service employs external services provided by third parties that use their own cookies. Third-party cookies may be used, among other things, for statistical purposes, to determine the source of traffic to the Service, to optimize advertisements displayed to the User, and to identify User visits to the Service. Third-party cookies may be categorized as essential cookies, statistical cookies, or marketing cookies. Third-party cookies that cannot be categorised as essential cookies are disabled by default and can be enabled with the User's consent by clicking the appropriate checkbox during visits to the Service. The User can withdraw consent at any time.

Name	Expires	Placed by	Purpose
_ga_C9TNQTRDNV	2 years	Google Analytics (ffrree.com)	Performance: tracks user interactions and sessions on the website for analytics.
_ga	2 years	Google Analytics (ffrree.com)	Performance: distinguishes unique users for analytics purposes.

10.4. The Controller identifies the following plugins from external providers functioning within the Service:

<b>Name:</b>	<b>Purpose:</b>
<b>Facebook / Instagram (Meta Platform Inc.)</b>	The Service utilises plugins, buttons, pop-ups, and other social tools managed by Meta Platforms Ireland Limited, 4 Grand Canal Square, Grand Canal Harbour, Dublin, Ireland.
<b>Meta Pixel</b>	A tracking tool provided by Meta Platforms Ireland Limited, 4 Grand Canal Square, Grand Canal Harbour, Dublin, Ireland.
<b>Google Analytics</b>	An analytical tool from Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA, used to analyze how Users interact with the Service, generating statistics and reports regarding the Service's performance. Google does not use the collected data to identify Users nor does it combine this information in a way that allows for identification.
<b>Google Ads</b>	A remarketing tool from Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA, used to analyse User behaviour and activity within the Service. This tool allows the User to receive tailored advertisements across the Google network.

## **11. Cookie Consent and Settings**

- 11.1. Upon the first visit, the Service displays information about cookies along with the option to change the web browser settings. Lack of action and continued use of the Service signifies consent to the use of cookies in accordance with the User's browser settings.
- 11.2. The User can change cookie settings (all or some) at any time. Detailed information on the options and methods for managing cookies is available in the web browser settings. However, disabling or limiting the use of cookies may affect some functionalities available in the Service, including preventing proper use of those functionalities. The User may also use the browser's incognito mode, in which case the history of visits to the Service will not be saved, and all cookies created during the visit in incognito mode will be deleted upon closing the browser.

## **12. Server Logs**

- 12.1. Using the Service involves sending requests to the server that stores the Service's data. Each request is logged on that server. The logs are used for server administration and include: the IP address, the date and time of the server, information about the web browser and operating system. The logs are not used to identify the User.

## **13. Policy Updates**

- 13.1. The Controller reserves the right to change the content of this Policy, particularly when required by the development of the Service, technological requirements, or changes in legal regulations. The User's Personal Data will be processed in accordance with the Policy in effect at the time of processing.
- 13.2. A User with an active account in the Service will be informed of any changes to the Policy at least seven (7) days prior to the new Policy taking effect.