

Privacy Policy

This Privacy Policy sets out the rules for storing and accessing data contained in cookies on the devices of users using the Website and for processing personal data for the purposes of providing the services indicated in the Privacy Policy by the Administrator.

§ 1 Definitions

1. **Administrator, SMART** – SMART Education International sp. z o. o. with its registered office in Lublin, ul. Wojciechowska 7E 20-704 Lublin, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Lublin-Wschód in Lublin with its seat in Świdnik, 6th Commercial Division of the National Court Register, under KRS number: 0000794489, NIP: 9462690268, REGON: 38386354300000, with share capital of PLN 50,000, providing services electronically via the Website and storing and accessing information on the User's devices via Cookies, e-mail address: kontakt@nosilo.io;
2. **Cookies** – text data collected in the form of files placed on the User's Device;
3. **Account** – a set of resources and settings created for the User within the Website, used to manage the Services;
4. **Policy** – this Privacy Policy;
5. **Terms and Conditions** – Terms and Conditions for the provision of Services electronically on the Website;
6. **RODO** – Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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);
7. **Session** – the period during which the User uses (visits) the Website;
8. **Website** – the SMART website <https://nosilo.io/>;
9. **External websites** – websites of the Administrator's partners, service providers, or service recipients;
10. **Device** – an electronic device with software through which the User accesses the Website;
11. **Services** – Services provided by SMART;
12. **Act on the provision of electronic services** – act of July 18, 2002, on the provision of electronic services (consolidated text: Journal of Laws of 2020, item 344).
13. **User** – any natural person visiting the Website or using one or more Services or functionalities of the Website.

§ 2 General provisions

1. The owner of the Website is SMART.
2. In order to use the Website and provide the Services, SMART collects and processes User data.
3. SMART – in accordance with the GDPR – is the controller of personal data processed within the Website and within the scope of services provided by Smart and within the scope of contact with the User.
4. The Policy sets out the rules for processing personal data and data contained in Cookies on Devices for the purposes specified in the Policy.

§ 3 Purposes and legal basis for data processing by SMART

1. In connection with the operation of the Website, the following User data is collected:
 - 1.1. Data collected automatically using cookies

When you visit the Website, data is collected automatically, in particular identification marks (login or other marks assigned by the operator), IP address, browser name, operating system, information about the start, end, and scope of each use of the Website and the services available on it.

Data collected automatically using cookies is not combined by SMART with personal data such as name, email address, telephone number, and other data that could easily identify the User.

If this data is classified as personal data, the legal basis for this data is specified in detail in § 4 of the Policy.

1.2. Data provided by Users for the purpose of sharing information about products

On the Website, through various Website functionalities, the User may contact SMART, providing their contact details in order to receive information about products (in particular: "Contact").

The legal basis for the processing of personal data in this regard is

- 1.2.1. conclusion and performance of a contract for the provision of e-learning products (Article 6(1)(b) of the GDPR),
- 1.2.2. and in the event that the data subject acts on behalf of a party to the contract - establishing and maintaining business cooperation - the processing of personal data for this purpose is based on the legitimate interest of SMART (Article 6(1)(f) of the GDPR), which is the ability of SMART to conduct business activities,
- 1.2.3. and in the case of optional data, the legal basis for processing is the User's consent (Article 6(1)(a) of the GDPR),
- 1.2.4. pursuit of SMART's legitimate interest in establishing, pursuing, or defending claims (Article 6(1)(f) of the GDPR).

1.3. Data necessary for the performance of the Demo Agreement

The Website processes data provided by Users when using the Demo Account. This data is provided voluntarily when logging in, but it is necessary to use the Website.

The legal basis for the processing of personal data in this regard is

- 1.3.1. conclusion and performance of a Demo agreement (Article 6(1)(b) of the GDPR),
- 1.3.2. and in the event that the data subject acts on behalf of a party to the contract - establishing and maintaining business cooperation - the processing of personal data for this purpose is based on the legitimate interest of SMART (Article 6(1)(f) of the GDPR), which is the ability of SMART to conduct business activities,
- 1.3.3. and in the case of optional data, the legal basis for processing is the User's consent (Article 6(1)(a) of the GDPR),
- 1.3.4. pursuit of SMART's legitimate interest in establishing, pursuing, or defending claims (Article 6(1)(f) of the GDPR).

1.4. User data for SMART marketing purposes

User data is processed for SMART marketing purposes and for the purpose of providing commercial information using means of distance communication (telephone, text message, email), provided that the User has given their consent, including as part of the Parties' obligations under the Demo Agreement. The User is entitled to withdraw their consent at any time by sending information to the contact details indicated in the information clauses or the Policy.

The basis for the processing of personal data in this regard is the consent given by the User, including as part of the conclusion of a demo agreement (Article 6(1)(a) of the GDPR, Article 10(2) of the Act of July 18, 2002 on the provision of electronic services, and Article 172(1) of the Act of July 16, 2004 Telecommunications Law).

1.5. Data of visitors to SMART profiles on Facebook and LinkedIn SMART processes personal data left by visitors to SMART's public profiles on Facebook and LinkedIn (including likes and comments).

The basis for the processing of personal data in this regard is the pursuit of SMART's legitimate interest in promoting SMART's services and for the purpose of establishing, pursuing, or defending claims (Article 6(1)(f) of the GDPR).

2. The recipients of personal data are entities processing personal data on behalf of SMART, including IT service providers and marketing agencies – such entities process data on the basis of a contract with SMART and exclusively in accordance with SMART's instructions. The recipients ensure adequate protection of Users' data – they are entities based in the European Economic Area, and in the case of entities based in the US, SMART has concluded appropriate agreements with them. SMART will not process personal data outside the European Economic Area in any other scope than that specified in the preceding sentence.

3. Users have the following rights in relation to the processing of personal data by SMART:

- 3.1. the law to access your personal data;
- 3.2. the law to rectify your personal data;
- 3.3. the law to have your personal data deleted;
- 3.4. the law to restrict the processing of your personal data;
- 3.5. the law to transfer your personal data;
- 3.6. the law of objection to the processing of personal data if the processing is based on SMART's legitimate interest;
- 3.7. the law to lodge a complaint with a supervisory authority;
- 3.8. the law to withdraw consent to the processing of personal data at any time in an optional manner.

4. The user may exercise their rights by contacting SMART (contact details provided in § 1 point 1 of the Policy).

5. The period of data processing by SMART depends on the type of service provided by SMART and the purpose of processing. Users' personal data will be processed for the duration of the agreement between SMART and the User, and then until the expiry of the limitation period for claims provided for by law or until the User exercises their rights referred to in point 3 above.

6. After the processing period has expired, the data is irrevocably deleted (including anonymized data).

7. The provision of personal data by the User is a condition for the conclusion or performance of a contract between SMART and the User, or is necessary to provide the functionality of the Website or marketing information to which the User has consented.

8. To the extent that personal data has not been obtained directly from the User, SMART has obtained the User's personal data automatically through the functionality of the Website or Smart has obtained it from another User.

§ 4 Cookies used on the Website

Name Cookies	Cookie storage time	Purpose of using cookies	Data recipients/External services
ESSENTIAL			
CookieConsent	1 year	Proper functioning of the Website. Legitimate interest of SMART (Article 6(1)(f) of the GDPR),	nosilo.io
test_cookie	1 day		doubleclick.net
__ca_chat	1 year		nosilo.io
pll_language	1 year		nosilo.io

		consisting in facilitating the use of the Website and improving its functionality.	
STATISTICAL			
<u>_ueu</u> id	400 days	SMART statistical purposes, i.e., verifying how visitors interact with the Website by collecting and reporting information anonymously. You consent to the use of these Cookies (Article 6(1)(a) of the GDPR).	user.com
<u>_clck</u>	1 year		nosilo.io
<u>_clsk</u>	1 year		nosilo.io
MARKETING			
<u>_ga</u>	2 years	SMART marketing goal, i.e., tracking logged-out Users and Users on various websites in order to display SMART ads. You consent to the use of these Cookies (Article 6(1)(a) of the GDPR).	nosilo.io
<u>ga#</u>	2 years		nosilo.io
<u>_gcl_au</u>	3 months		nosilo.io
<u>_gcl_ls</u>	Constantly		googletagmanager.com
IDE	400 days		doubleclick.net
pagead/1p-user-list/#	Session		google.com

§ 5 Consent to the use of cookies used on the Website

1. During their first session on the Website, users are entitled to choose which cookies are used on the Website. Users may consent to all cookies or select them at their discretion.
2. The user may at any time independently change the settings for saving, deleting, and accessing data stored in cookies. The user may also completely block the use of cookies. The user may delete all cookies stored to date at any time. The effect of making the changes referred to above may be the loss of the ability to use certain functionalities of the Website.
3. Information on how to disable cookies in the most popular computer browsers and mobile devices is available at:
 - 3.1. Cookies in Internet Explorer;
 - 3.2. Cookies in Chrome;
 - 3.3. Cookies in Firefox;
 - 3.4. Cookies in Opera;
 - 3.5. Cookies in Safari;
4. Failure to make the selection referred to in paragraph 1 above and the change referred to in paragraph 2 above means that Cookies will be placed on the User's device in accordance with the User's settings, and thus SMART will store information on the Device and access that information.
5. SMART shall not be liable for any malfunctioning of the Website if the User restricts the ability to save and read Cookies in any way.

§ 6 External services

1. The Website may contain links to other websites. Such websites operate independently of the Website and are not supervised by the Website in any way. These websites may have their own privacy policies and terms and conditions, which SMART recommends that you read.
2. SMART works with the following third-party services that may place cookies on your Devices:
 - 2.1. Google LLC. Detailed information about the scope and rules of data collection by Google LLC can be found at: <https://www.google.com/intl/pl/policies/privacy/partners>;

2.2. User.com LLC. Detailed information about the scope and rules of data collection by User.com LLC. can be found at <https://user.com/security/privacy-policy>.

§ 7 Safety

1. The mechanisms for storing and reading cookies do not allow any personal data or confidential information to be downloaded from the Device. It is virtually impossible to transfer viruses, Trojan horses, or other worms to the User's Device.
2. In the case of internal cookies – the internal cookies used by the Administrator are safe for Users' Devices.
3. In the case of external cookies, the Administrator is not responsible for the security of cookies originating from the Website's partners. The list of partners is provided in § 6(2) of the Policy.

§ 8 Changes to the Policy

1. SMART reserves the right to amend the Policy, in particular due to the development of Internet technology, possible changes in the law regarding the protection of personal data, and the development of the Website.
2. SMART will inform you of any changes in a visible and understandable manner by posting information about the change on the page where the Policy is published.
3. The changes shall come into effect on the date of publication of the Policy amendments.
4. If you have any questions about any of the provisions of this Policy, please contact SMART.