



CONVERSAND PRIVACY POLICY

1. INTRODUCTION

1.1. This privacy policy defines how Affluencer uses the personal data of the users visiting our websites, interacting with us, and using our services. It also informs the users what rights they have and how they are protected by the law.

1.2. It is important for every user to read this privacy policy to be able to use the websites and services of Affluencer in an informed manner (including the knowledge of how data are used and why they are used).

1.3. If you have any questions or would like to exercise your right to privacy, you should follow the instructions contained in this privacy policy. Affluencer team is available to help you.

2. DATA CONTROLLER

2.1. Your data are controlled by Affluencer sp. z o.o. sp. k. with its registered office in Andrychow, Poland, 27 Stycznia 9, 34-120 Andrychow, entered in the Register of Entrepreneurs of the National Court Register under KRS number: 0000779028, NIP [Tax No.]: (PL)6762563897. You can contact Affluencer in the following manner: mail@conversand.com.

3. STATEMENT ON THE COPPA

3.1. The website and the services of Affluencer contain information that is not addressed to children (persons below the age of 13). This website as well as services and websites related thereto (including services and websites of partners of Affluencer) are not intended for children, and Affluencer does not knowingly collect data about children.

4. DATA BEING COLLECTED

4.1. Affluencer collects various information about its customers and guests when it is provided to Affluencer or when the users use the services of Affluencer or when Affluencer collects such information from another source. Collected data can be assigned to the following categories:

<p>Identification data</p>	<p>First name and surname, platform, user name on that platform, and profession (source of generated traffic). In the case of contact through social media – also the user name in these media. If you entered into a contract for the lease/rental of advertising space and want to withdraw money, Identification data refers also to: (i) your age (required for verification of legal capacity) and (ii) NIP (Tax no.) if such number has been assigned and you co-partner with us as a firm. If you are a minor and/or do not have full legal capacity, Identification data refers also to (iii) first name, surname email address of your legal guardian (required for the confirmation of the contract).</p>
<p>Contact data</p>	<p>First name and surname, user name, email address. In the case of contact through social media – also the name in the relevant media. If you subscribe to the newsletter or agree to receive promotional information, Contact data refers only to the data provided via the subscription form (obligatory data: name and email address). If you entered into a contract for the lease/rental of advertising space and want to withdraw money, Contact data refers also to your street address (required for tax purposes). If you are a minor and/or do not have full legal capacity, Identification data refers also to first name and surname, email address, and street address of your legal guardian (required to confirm the contract and for tax purposes).</p>
<p>Data related to image</p>	<p>Image of a person who has concluded a contract with Affluencer (lease/rental of advertising).</p>
<p>Financial data</p>	<p>Bank account number. If you are a minor and/or do not have full legal capacity, Financial data refers to a bank account indicated by your legal guardian.</p>
<p>Technical data</p>	<p>Internet protocol address (IP), browser type and version, settings, and location of the time zone, types and versions of browser plug-ins, operating system, and platform, and other technologies applied in devices employed by the user to access this website.</p>
<p>User data</p>	<p>Information about the manner of use of the website or services (tracking of behavior).</p>
<p>Tracking data</p>	<p>Information that is collected about the user by Affluencer or other entities using cookies and similar tracking technologies, such as web beacons, pixels, and mobile device identifiers.</p>
<p>Recruitment data</p>	<p>First name and surname, date of birth, contact data (phone number, email address, residence), education, professional qualifications, and history of previous employment. After the recruitment process Affluencer may ask for additional data mentioned in the art. 22[1] of the Polish Labour Code.</p>

4.2. Affluencer collects, shares, and uses Aggregated data (statistical or demographic data), which, nonetheless, do not constitute personal data. If these data are merged by Affluencer with data allowing for user identification, aggregated data are treated by Affluencer as personal data.

4.3. Affluencer does not collect sensitive data (data of special category), including data revealing one's racial or ethnic origin, religious beliefs, data concerning sexual life and orientation, political views, information about health and diseases as well as biometric and genetic data.

4.4. If the user decides not to share some data with Affluencer, it may result in the inability to perform the service provided by Affluencer. In the event when the consent is required by the law, it is always voluntary. However, when processing data, Affluencer does not rely only on the user's consent, but also on other bases for data processing.

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5. MANNER OF DATA COLLECTION

5.1. Affluencer uses various methods of personal data collection, that is:

Direct interactions	The user provides data directly to Affluencer. The provision is performed upon registration (conclusion of a contract), contact by mail or by phone and contact through social media, or upon performance of the contract (lease of advertising space). In this manner, we collect Identification data, Contact data, Data related to image, Financial data, and Recruitment data.
Automated activities	Data are collected automatically during interactions with Affluencer (also through the website) by cookies and analytic tools. In this manner, we collect Technical data, User data, and Tracking data. We may also collect Aggregated data. In automated activities, we only use Google Analytics and Hotjar.
From third parties	Data are provided by entities that are external to Affluencer (including entities providing tracking services, statistical services, etc. as well as entities providing solutions related to logging in, e.g. Google Sign-In), if these entities have a legal basis for such provision. This basis usually consists in the user's consent. In this manner, we collect Technical data, User data, and Tracking data. We may also obtain Financial data (payment operators) and, upon authentication, Identification data and Contact data (social portals, streaming portals). Necessary personal data may be obtained by Affluencer also through API placed in portals of business partners of Affluencer and entities providing services for Affluencer. Affluencer's websites use YouTube API Services. Users using websites and solutions provided by YouTube API Services are bound by and are obligated to comply with the YouTube's Terms of

	Service (available at www.youtube.com/t/terms), and their data are processed by Google's Privacy Policy (available at www.google.com/policies/privacy). Users, in addition to the rights provided for in this policy (section 13), can revoke Affluencer's access to use the data via Google's security settings page (available at security.google.com/settings/security/permissions).
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6. MANNER OF USE OF DATA

6.1. The manner of use of data by Affluencer is contingent upon the purpose for which these data have been provided or obtained:

If we perform a contract that has already been concluded or if we want to conclude a contract.	For example, if the user logs in to lease advertising space.
If it is justified by the interests of Affluencer or by the interests of third parties, and the interests of the user do not override them.	For example, if we have a reasonable suspicion of fraud; if Affluencer wants to inform the user about new services.
If Affluencer must perform a legal obligation imposed on it.	For example, for tax settlement.

6.2. However, as a rule, Affluencer uses data for:

- a. performance of services provided by electronic means, and in the case of users with whom a contract has been concluded – also for the performance of that contract;
- b. performance of other services;
- c. handling of inquiries, requests, and orders;
- d. marketing activities (marketing of own products);
- e. analysis and improvement of the functioning of websites and services provided by Affluencer;
- f. development, repair, or tests of various functionalities;
- g. recruitment process.

7. LEGAL BASIS FOR DATA COLLECTION. RETENTION

7.1. Affluencer regularly checks the data it holds and the validity of the basis for its processing.

7.2. Affluencer may process personal data on the following legal bases:

Performance of a contract or action before its conclusion	Article 6(1)(b) of the GDPR. Data are retained for a period that is necessary for the contract to be performed, terminated, or otherwise dissolved.	Identification data, Contact data, Data related to image, and Financial data
Direct marketing (general; excluding newsletter)	Article 6(1)(f) of the GDPR. Data are stored for the period of existence of a legitimate interest pursued by Affluencer.	Contact data

Newsletter	Article 6(1)(a) of the GDPR. Data is stored till the consent is withdrawn.	Contact data
Keeping accounts	Article 6(1)(c) of the GDPR in conjunction with Article 74 paragraph 2 of the Accounting Act. Data are stored for a period required by the legal provisions obliging Affluencer to maintain accounts (five years calculated from the beginning of the year following the financial year concerned by the data).	Identification data, Contact data, and Financial data
Responding to an inquiry	Article 6(1)(f) of the GDPR. Data are stored for the period of existence of a legitimate interest pursued by Affluencer, however, no longer than for a period necessary to respond to inquiries sent.	Identification data, Contact data
Determining, pursuing, or defending against claims	Article 6(1)(f) of the GDPR. Data are stored for the period of existence of a legitimate interest pursued by Affluencer, however, no longer than for the period of limitation of claims in relation to the data subject. The limitation period is defined by the law, in particular, by the provisions of the Civil Code (the basic limitation period for claims related to conducting business activity is three years, and in the case of a sales contract – two years).	Identification data, Contact data, and Financial data
Ensuring security, data protection, and protection against fraud	Article 6(1)(f) of the GDPR. Data are stored for the period of existence of a legitimate interest pursued by Affluencer, however, no longer than for the period of limitation of claims in relation to the data subject. The limitation period is defined by the law, in particular, by the provisions of the Civil Code (the basic limitation period for claims related to conducting business activity is three years, and in the case of a sales contract – two years).	Identification data, Contact data, Data related to image, and Financial data
Recruitment process	Article 6(1)(b) of the GDPR and art. 22[1]§1 of the Polish Labor Code. Data is stored for a period that is necessary for the recruitment process for a specific job. If a check-box with consent was selected the legal basis for processing is Article 6(1)(a) of the GDPR. In this case, data is stored till the consent is withdrawn.	Recruitment data

8. THE RIGHTS OF DATA SUBJECTS

8.1. The data subject (the user) has the following rights:

The right of access, rectification, limitation, erasure, or portability	The data subject has the right to request the following from Affluencer: access to their personal data, their rectification, erasure (“the right to be forgotten”) or limitation of their processing, the right to object to their processing, and the right to data portability.
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	The detailed conditions for exercising the aforementioned rights are indicated in Articles 15-21 of the GDPR.
The right to withdraw the consent at any time	The person whose data are processed by Affluencer based on the consent given (according to Article 6(1)(a) or Article 9(2)(a) of the GDPR) has the right to withdraw the consent at any time without affecting the legitimacy of the processing performed based on the consent before its withdrawal. If you did not find a dedicated tool to withdraw the consent please email us at mail@conversand.com.
The right to lodge a complaint with the supervisory body	The person whose data is processed by Affluencer has the right to complain to the supervisory body in the manner and mode defined in the provisions of the GDPR and the Polish law, in particular, the Act on Personal Data Protection. The President of the Personal Data Protection Office is the supervisory body in Poland.
The right to object	At any time, the data subject has the right to object – for reasons related to their specific situation – to the processing pertaining to their personal data based on Article 6(1)(e) (public interest or tasks) or (f) (legitimate interest), including profiling based on these provisions. In such an event, Affluencer will no longer be able to process such personal data, unless it proves the existence of important, legitimate grounds for the processing, overriding the interests, rights, and freedoms of the data subject, or any grounds for determining, pursuing, or defending claims.
The right to object to direct marketing	If personal data are processed for direct marketing, the data subject has the right to object, at any time, to the processing pertaining to their personal data for such marketing, within the scope in which the processing is related to such direct marketing.

8.2. The exercise of rights of the data subject is performed by contacting Affluencer using the contact details indicated in the introduction to the policy.

9. PROFILING

9.1. Affluencer does not perform profiling.

10. DATA PROVISION

10.1. As a rule, data collected by Affluencer are not shared with third parties. However, Affluencer may:

- a. share data of persons who have concluded a contract with Affluencer (lease of advertising space) with advertisers at the stage of their deciding about cooperation with Affluencer, as well as information about the implemented campaigns;
- b. share data of persons who have used the services of Affluencer with entities supporting Affluencer in the provision of services, such as payment processors or providers of analytic tools (e.g. Google Analytics, Google Workspace);

- c. provide data to law enforcement authorities, supervisory bodies, entities performing public tasks, or other entities, if the obligation to provide data results from the legal provisions.

The provision of data must always be performed based on the legal provision or the relevant contract (outsourcing of personal data processing).

10.2. Data may be shared outside the European Economic Area, whereby Affluencer ensures that adequate security measures are provided. In particular, Affluencer concludes the relevant contracts (standard contractual clauses) to secure personal data being transmitted and provides data to those countries for which the European Commission has issued a decision acknowledging the appropriate level of protection.

11. SOCIAL MEDIA

11.1. The liability for collecting and further processing of personal data of the user at social media portals shall be borne by the entity providing the portal. The owner of such portal shall collect information, including personal data, in relation to the user's visits to the portal (also visits without registration). Affluencer is only the operator of the website or account created as part of the social media portal, and the scope of data collected by Affluencer in this way is limited. In addition, in the case of some social media portals (for instance, Meta/Facebook), the scope of data to which Affluencer may gain access is determined by the settings of the account user.

11.2. Social media additionally provide Affluencer with Aggregated Data that are not personal data. All other data obtained by Affluencer come from direct interactions with Affluencer (e.g. replying to threads, posting queries) that we describe in point 5 of this Privacy Policy. Such data are processed under the relevant legal basis outlined in point 7 of this Privacy Policy.

11.3. The user is not obliged to provide Affluencer with personal data, but the entity providing a given portal may condition the operation of a specific portal function on the provision of such data (e.g. sending a private message always involves the provision of user data, that is account name). Within the above-mentioned scope the user has certain rights, as described in point 8 of this Privacy Policy.

11.4. At Affluencer websites you can find the so-called social media plugins that direct you to social media portals. Their basic function is to redirect you to the relevant resources of the social media portal (for instance, Affluencer fan page on Facebook/Meta). What is more, such plugins may provide information about visits to the Affluencer website directly to the entity providing a given social media portal. It only happens when the visitor to the Affluencer website is also logged in at the portal.