

This Privacy Policy has been created by and for the purposes of DUOLIFE S.A., a Polish corporation headquartered at Topolowa 22, 32-082 Więckowice (“DUOLIFE”), and its branches, affiliates and subsidiaries in order to clarify the processing of personal data by DUOLIFE and applies only to personal data collected through the myduolife.com website (the “Website”). The Website may contain links to other services and websites. If you navigate to them, please refer to their respective privacy policies.

**Definitions:**

**Controller** - means the personal data controller (who is also the owner and administrator of the Website), i.e. DUOLIFE, who provides electronic services and stores and accesses information in the User's devices, as well as the DUOLIFE branch.

**Cookies** - means IT data, in particular small text files, recorded and stored on the devices through which the User accesses the Website.

**Controller's Cookies** - means Cookies placed by the Controller, related to the provision of electronic services by the Controller through the Website.

**External Cookies** - means Cookies placed by the Controller's partners, through the website of the Service.

**Club Member** - an entity that is bound to DUOLIFE or a DUOLIFE branch by a DUOLIFE Club Membership Agreement.

**Personal Data** - is any information relating to an identified or identifiable individual.

**DUOLIFE** - DUOLIFE S.A. a Polish corporation headquartered at Topolowa 22, 32-082 Więckowice (Poland), entered in the National Court Registry under KRS number 0000638495, NIP number 6751485320, REGON number 122746305.

**Candidate** - an entity that has made a declaration of intent to register with the Shop and/or to join the DUOLIFE Club.

**DUOLIFE Customer / Customer** - an entity purchasing DUOLIFE products and services on the recommendation of a Club Member.

**DUOLIFE Club / Club** - a programme created by DUOLIFE in which a direct sales network (Structure) is built on the basis of Product referrals.

**DUOLIFE Branch / Branch** - DUOLIFE or an entity that is bound to DUOLIFE by a distribution agreement, which carries out the business activity of organising a network of direct sales of DUOLIFE Products in a given country or territory, providing services in accordance with the scope indicated in this agreement.

**Profiling** - means any form of automated processing of personal data which involves the use of personal data to evaluate certain personal features of an individual, in particular to analyse or predict aspects relating to that individual's performance, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements.

**Processing of Personal Data** - is the performance of the following operations: collection, storage, deletion, processing and sharing of personal data.

**Website / Service** - means the website under which the Controller operates the website, operating in domains listed in Appendix 1 to this Policy and domains related to DUOLIFE Products.

**DUOLIFE Shop / Shop** - the DUOLIFE online shop located on the Website where Customers, including Club Members, can purchase Products.

**Device** - means an electronic device through which the User accesses the websites of the Website.

**User** - a Club Member, Candidate, Customer or any other entity using the Website.

**Membership Agreement / Agreement** - a contract concluded between the Club Member and DUOLIFE or a DUOLIFE Branch, on the basis of an application for registration submitted by the DUOLIFE Club Member Candidate.

**Data Subject's Consent** - means any freely given, specific, informed and unambiguous indication of the Data Subject, by means of a statement or a clear affirmative action, of consent to the processing of personal data relating to them. Consent must be documented in an appropriate manner.

**PRIVACY POLICY****1. Processing of Personal Data.**

1.1. The Controller processes personal data in accordance with the applicable legal requirements of countries in which it operates. This Privacy Policy applies to personal data in accordance with 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 (GDPR or RODO), and its Section 9 that is applicable to Processing of Personal Data of residents of the United States.

1.2. By User privacy, we mean all measures that are intended to ensure that the User feels safe in accordance with the GDPR referred to above.

1.3. For further information on how User data are used in relation to specific services and products, please refer to the DUOLIFE Club Regulations, the Website Regulations and the Shopping Regulations, which supplement this Privacy Policy.

1.4. Information collected about the User is processed through websites, a list of which is attached as Appendix 1 to this Policy, and other forms of communication using electronic means belonging to the Controller.

**2. Data Controlling**

2.1. The processing of Personal Data is based on lawfulness, reliability and transparency of information. Data are collected by the Controller for a specific, explicit and legitimate purpose and the scope of the data is limited to the data necessary to achieve that purpose. The Controller, at the request of the User, ensure possibility to update the data, and any outdated or unnecessary data will be deleted by the Controller. The Controller will endeavour to ensure the greatest possible security and protection of the Personal Data it processes. Provision of data is voluntary. Each User has the right to access their Personal Data, update them and request the removal of their data collected in violation of the provisions of law or in the event they are unnecessary for the purposes of providing services by the Controller.

### 3. Collection and Processing of Personal Data

3.1. Depending on the nature of the User's relationship with Controller and the extent to which the User makes use of certain functionalities of the Services as referred to in the DUOLIFE Club Regulations, Personal Data may be collected and processed in a number of ways, including but not limited to:

- a) an electronic form which is an application for registration in the Shop or in the DUOLIFE Club
- b) collection of data about the User using "Cookies";
- c) Personal Data provided by the User on the Website through the use of "Cookies";
- d) orders for services and products placed online in the DUOLIFE online shop or the DUOLIFE Branch on myduolife.com;
- e) sending an enquiry via the contact form;
- f) communication by e-mail, telephone, chat and other means, and the provision of Personal Data by DUOLIFE Partners or DUOLIFE Branches.

3.2. For security reasons, the Controller will never contact the User to request information such as their credit card number, bank account number, password or PIN. If you happen to receive an email requesting such information, please notify the Controller immediately. The Controller does not collect data associated with specific data of persons browsing the Website, except in cases when registration and login are required in order to use the Website. Provision of all the data indicated above is voluntary, but without providing such data, it is not possible to use the Website with respect to certain functionalities of the Website that require it. Personal Data are collected by the Controller and processed with the use of all the Services to the extent necessary for the performance of the agreement between the Controller and the individual or business entity to which the data relates and for the fulfilment of the Controller's legal obligations.

3.3. A User of the Website who is a Club Member may, upon registration and during the term of the Membership Agreement, add to their Personal Data any photograph that will be assigned to their Club Member profile. By uploading a photograph, in particular one that constitutes their image, such User agrees to the processing of the photograph for the purposes necessary for the provision of the service.

3.4. In order to ensure the quality of the services provided by the Controller, the processing of Personal Data takes place on the basis of the Controller's legitimate interest for the following purposes:

- a) concluding a contract following a request by the User,
- b) performing the contract after its conclusion,
- c) issuing and keeping invoices and accounting documents,
- d) the possible establishment, investigation or defence of claims,
- e) archiving data, should a legal need to prove facts arise,
- f) marketing own services or products,
- g) organising marketing events and conferences,
- h) seeking the grant of security or redress,
- i) analysing the quality of the services provided by the Controller,
- j) adjusting categories of offers and individual offers on the basis of the User's activity on the Website.

3.5. The Controller indicates that, for the purpose set out in point 3.4. above, it uses automated tools that process Users' data to increase the effectiveness of marketing activities, such as predicting the behaviour and preferences of potential customers (profiling).

### 4. Consent to Processing of Personal Data

4.1. Based on the separate consent given by the User, Personal Data may also be processed for the purpose of direct marketing of the Controller's own products and services, such as:

- a) sending commercial, marketing information and notifications by the Controller and its affiliates to the User,
- b) sending commercial, marketing information and notifications via SMS gateway, e-mail by the Controller and its affiliates.

4.2. Processing for this purpose is carried out on the basis of legitimate legal interest until the person objects or withdraws consent at any time.

### 5. Transfer of Personal Data to Third Parties

5.1. In order to provide the service and to the extent necessary for the performance of the contract, the Controller is entitled to make the User's Personal Data available to third parties (data recipients within the meaning of Article 4(9) of the GDPR) only on condition that the party:

- a) has provided adequate assurances regarding the protection of Personal Data in accordance with the requirements of this Privacy Policy or;
- b) has signed an agreement with the Controller for the transfer of Personal Data in accordance with the Data Protection Directive or;
- c) is established in the European Union or any other country obliged to provide adequate safeguards for Personal Data as envisaged by the Data Protection Directive.

5.2. The Controller may transfer Personal Data to other members of the DUOLIFE Group, including entities located outside the European Union, including the United States, and other companies with which the Controller closely cooperates in the proper performance of the service, including:

- a) DUOLIFE Group entities and DUOLIFE Branches,
- b) companies operating ICT systems or providing ICT tools to the Controller,
- c) subcontractors assisting the Controller in the performance of telecommunications services,

- d) postal and courier operators,
- e) accounting, financial and legal entities,
- f) entities providing the Controller with services relating to the car programme,
- g) DUOLIFE Club Members entitled to build the Structure, provided that the User has given their consent.

#### 6. Communication of Personal Data to other Club Members in the same Structure

6.1. Club Members' Personal Data are processed for the purpose of performing the DUOLIFE Club Membership Agreement. Personal Data are shared with other Club Members in whose Structure the account of the registered User to whom the data relate is held, on the basis of a Personal Data processing agreement concluded between such persons. These data include:

Background information:

- a) ID number,
- b) login (display name),
- c) city, country,
- d) the name, ID number and e-mail address of the recommending person,
- e) name, ID number and e-mail address of the sponsor,
- f) name, ID number and e-mail address of the sponsor,
- g) registration date,
- h) a photograph uploaded by a Club member and credited to their profile.

Contact information:

- a) telephone number,
- b) e-mail address.

6.2. In the case of Users who are Recommenders and Sponsors, in addition to Personal Data indicated above, the following data will be disclosed to other Users who are in the same Structure:

- a) historically the highest position in the Structure;
- b) current position,
- c) ID;
- d) login;
- e) the name, ID number and e-mail address of the sponsoring person;
- f) the name, ID number and e-mail address of the recommending person,
- g) partner link,
- h) activation date,
- i) Business Assistant fee status,
- j) e-mail address,
- k) telephone number.

6.3. A Structure also discloses the following data on orders placed, the so-called "Orders of my Structure", i.e:

- a) order code,
- b) date of submission,
- c) expiry date,
- d) purchaser's data,
- e) number of points accumulated per order,
- f) order status.

#### 7. Right of Access to Personal Data

7.1. Personal Data are kept for the duration of the Membership Agreement and, after the expiry of the Membership Agreement or after the acceptance of a request for deletion of Personal Data, only for the period necessary:

- a) to handle complaints and returns,
- b) to secure and assert potential claims in favour of the Controller,
- c) to comply with the Controller's legal obligations (e.g. for audit purposes, tax obligations).

7.2. Each User whose Personal Data are processed by the Controller has the following rights:

- a) the right of access to the Personal Data processed concerning them, in particular confirmation of their processing and information concerning such processing,
- b) the right to rectify, update and request deletion of data if it is inaccurate or incomplete

- c) the right to request the restriction of data processing:
- I. - if the accuracy of the data is contested, for a period enabling the Controller to check the accuracy of the data,
  - II. - in the event of unlawful processing when the Data Subject objects to the erasure of the data by requesting instead that it be restricted,
  - III. - where they are no longer needed for the purposes of the processing, but for the establishment, investigation or defence of claims,
  - IV. - in the event of an objection, until such time as it is ascertained whether the legitimate grounds on the part of the Controller override the grounds of the subject's objection.
- d) the right to receive Personal Data provided to the Controller and to have it sent to another controller, i.e. the right to data portability,
- e) the right to object to the processing of data, including profiling on the basis of the legitimate interest of the Controller or when processing data for direct marketing purposes,
- f) the right to lodge a complaint with the Polish supervisory authority or a supervisory authority (President of the Office for the Protection of Personal Data) of another EU Member State with jurisdiction over the Data Subject's ordinary place of residence or work or over the place of the alleged breach of the GDPR.
- g) the right to obtain human intervention on the part of the Controller, to express one's position and to challenge a decision based on automated data processing.
- 7.3. In order to exercise the above-mentioned rights, please contact the Controller at the following email address: [rodo@duolife.eu](mailto:rodo@duolife.eu), or by traditional mail to the Controller's address.
- 7.4. The response to the User's enquiry or request will be made in electronic form to the e-mail address of the User from which the inquiry/request was sent, unless the User requests a different form of response, within one month from the date of receipt of the inquiry/request by the Controller. In the case of the complicated nature of the request or their high number, this deadline may be extended by another two months by the Controller, of which the User will be informed within one month from the date of receipt of the request.
- 7.5. If the Data Subject's requests are manifestly unfounded or excessive, in particular because of their continuing nature, the Controller may:
- a) charge a reasonable fee, taking into account the administrative costs of providing the information, carrying out the communication or taking the action requested; or
  - b) refuse to act on the request.
- 7.6. The Controller will provide the Data Subject with a copy of the Personal Data being processed. For any further copies requested by the Data Subject, the Controller may charge a reasonable fee based on administrative costs.

## 8. Changes to the Privacy Policy

8.1. The Controller may amend this Privacy Policy at any time without notifying the User. All new changes made will be effective when they are made public on the Website. Your continued use of the Website indicates your consent for the changes made.

## 9. Rules Applicable to Users residing in the United States

9.1. The Website or services provided by the Controller are not intended for children under 16 years of age. No one under age 16 may provide any Personal Data to or on the Website. We do not knowingly collect Personal Data from children under 16. If you are under 16, do not use or provide any information on the Website or through any of its features, register on the Website, make any purchases through the Website, use any of the interactive or public comment features of this Website, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received Personal Data from a child under 16 without verification of parental consent, we will delete that Personal Data. If you believe we might have any Personal Data from or about a child under 16, please contact us at [info@duolife.eu](mailto:info@duolife.eu).

9.2. Privacy Notice for California Residents According to the California Consumer Privacy Act of 2018 (the "CCPA"), which applies solely to all visitors, users, and others who reside in the State of California ("consumers" or "you").

### a) Information We Collect

We collect information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device ("Personal Information"). Personal Information does not include: publicly available information from government records; deidentified or aggregated consumer information; or information excluded from the CCPA's scope.

In particular, we have collected the following categories of Personal Information from our clients within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	Yes.
B. Personal Information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	Yes.
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information	No.

	(including familial genetic information).	
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	No.
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	Yes.
G. Geolocation data.	Physical location or movements.	No.
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	No.
I. Professional or employment-related information.	Current or past job history or performance evaluations.	No.
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	No.
K. Inferences drawn from other Personal Information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	No.

#### b) Use of Personal Information

Purposes of use or disclosure of your Personal Information are addressed in Section 3.4 of this Policy.

#### c) Sharing Personal Information

We may disclose your Personal Information to a third party for a business purpose or sell your Personal Information, subject to your right to opt-out of those sales. When we disclose Personal Information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that Personal Information confidential and not use it for any purpose except performing the contract.

#### d) Disclosures of Personal Information for a Business Purpose

In the preceding twelve (12) months, DUOLIFE has disclosed for a business purpose Personal Information to third parties, such as:

- Internet service providers (Personal Information that has been disclosed includes: Category F;
- Ordering partners (Personal Information that has been disclosed includes: Category A, B, D;
- Customer service (Personal Information that has been disclosed includes: Category A, B, D;
- Order fulfillment (Personal Information that has been disclosed includes: Category A, B, D;
- Payment processing (Personal Information that has been disclosed includes: Category A, B, D;
- Financing and advertising (Personal Information that has been disclosed includes: Category A, B, D;
- Marketing, or analytic services (Personal Information that has been disclosed includes: Category A, B, D, F.

#### e) Sales of Personal Information

In the preceding twelve (12) months, DUOLIFE has not sold Personal Information.

#### f) Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their Personal Information. This section describes your CCPA rights and explains how to exercise those rights.

#### g) Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about collection and use of your Personal Information over the past twelve (12) months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of Personal Information we have collected about you;
- The categories of sources for Personal Information we have collected about you;
- Our business or commercial purpose for collecting or selling that Personal Information;
- The categories of third parties with whom we shared that Personal Information;
- The specific pieces of Personal Information we have collected about you (also called a "data portability request");
- If we sold or disclosed your Personal Information for a business purpose, two separate lists disclosing:
  - sales, identifying the Personal Information categories that each category of recipient purchased; and
  - disclosures for a business purpose, identifying the Personal Information categories that each category of recipient obtained.

#### ii) Deletion Request Rights

You have the right to request that we delete any of your Personal Information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your Personal Information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us, or our service provider(s) to:

- Complete the transaction for which we collected Personal Information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, or otherwise perform our contract with you;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities;
- Debug products to identify and repair errors that impair existing intended functionality;
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law;
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *et. seq.*);
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent;
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us;
- Comply with a legal obligation;
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

#### iii) Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us at: [info@duolife.eu](mailto:info@duolife.eu).

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your Personal Information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative;
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with Personal Information if it cannot verify your identity or authority to make the request and confirm the Personal Information relates to you.

Making a verifiable consumer request does not require you to create an account with us.

We will only use Personal Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

#### iv) Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to ninety (90) days), we will inform you of the reason and extension period in writing.

If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, it will deliver our written response by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your Personal Information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, it will tell you why we have made that decision and will provide you with a cost estimate before completing your request.

#### h) Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

### 9.3. Privacy Notice for Colorado, Connecticut, Virginia, and Utah Residents

Colorado, Connecticut, Virginia, and Utah in their respective privacy laws provide their state residents with rights to:

- Confirm whether we process their personal information;
- Access and delete certain personal information;
- Data portability; and

- Opt-out of personal data processing for targeted advertising and sales.

Colorado, Connecticut, and Virginia also provide their state residents with rights to:

- Correct inaccuracies in their personal information, taking into account the information's nature processing purpose; and
- Opt-out of profiling in furtherance of decisions that produce legal or similarly significant effects.

To exercise any of these rights please email DUOLIFE at any time at: [info@duolife.eu](mailto:info@duolife.eu)

To appeal a decision regarding a consumer right request you should file an appeal to the local data privacy authority, indicated by each privacy state law, and follow the procedure indicated therein.

## COOKIE POLICY

### 1. Types and purposes of the Cookies used

1.1. The Cookies used by the Controller are safe for the User's Device. In particular, it is not possible for viruses or other unwanted software or malware to enter the User's Device via Controller's Cookies. These Cookies allow the software used by the User to be identified and the Website to be customised for each individual User. Cookies usually contain the name of the domain from which they originate, the length of time they are stored on the Device and the assigned value.

1.2. The Controller uses two types of Cookies:

- a) Session Cookies: are stored on the User's Device and remain there until the session of the respective browser ends. The stored information is then permanently deleted from the Device's memory. The mechanism of session Cookies does not allow any Personal Data or confidential information to be collected from the User's Device.
- b) Persistent Cookies: they are stored on the User's Device and remain there until they are deleted. Ending the session of the browser or switching off the Device does not delete them from the User's Device. The mechanism of session Cookies does not allow any Personal Data or confidential information to be collected from the User's Device.

1.3. The Website uses other available technologies, allowing information to be saved in the browser in the relevant data stores (Session Storage, Local Storage), and also placed in the code fragments of analytical tools provided by other providers, which allow Cookies to be saved in the domains of these services.

The individual categories of Cookies that are used on our Website are described below:

Technical Cookies - are essential for the Website to function properly. They relate to the functionality of our websites and allow us to improve the services we offer through our websites, for example by allowing information to be transferred between pages of our website to avoid having to re-enter information, or by recognising your preferences when you return to our Website.

We use them to:

- ensure safety;
- maintain a session when the User visits and logs into their account;
- ensure that the Website is displayed appropriately - depending on the device the User is using;
- adapt our services to the User's choices;
- remember whether the User consents to the display of certain content.

Analytical Cookies - allow us to recognise and count the number of Users visiting our Service, see how visitors navigate the Service when they use it and record which content they view and are interested in. This helps us determine how often pages and advertisements are visited and which areas of our Service are most popular. This enables us to improve the services we offer by making sure our Users find the information they are looking for. It is also necessary for us to settle accounts with our partners, to measure the effectiveness of our marketing activities without using personal information.

We use them to:

- research website traffic statistics and check the source of traffic (redirection directions);
- research demographic statistics;
- detect various types of fraud;
- e.g. artificial internet traffic (bots), ddos attacks;
- reduce unwanted marketing activities;
- measure the effectiveness of marketing activities carried out on behalf of the Website, e.g. in Google's advertising network, affiliate programmes, external websites;
- invoice Trusted Partners for advertising services based on User activity, e.g. clicks.

Marketing Cookies - are used when the User has given their consent and only when the functionalities and forms of advertising used by our Service require this.

We use them to:

- display advertisements which are relevant and of interest to a specific User. They concern the profiling of advertisements displayed both on external websites and on our Website, according to the User's preferences in terms of choice of goods, based on data held by the Website, including the User's behaviour on the Website.

**Additionally:**

- 1.4. The Controller uses its own Cookies in order to correctly configure the Website, and in particular to:
- adapt the content of the Website to the User's preferences and optimise the use of the Website,
  - remember the settings selected by the User and personalising the User's interface, e.g. with regard to the User's chosen language or region of origin.
- 1.5. The Controller uses own Cookies to authenticate the User on the Website and to ensure the User's session on the Website, and in particular to:
- maintain the Service's session of the User (after logging in), thanks to which a User does not have to re-enter their login and password on each sub-page of the Service,
  - offer a correct configuration of selected functions of the Website, enabling in particular the verification of the authenticity of the browser session,
  - optimise and increase the efficiency of the services provided by the Controller.
- 1.6. The Controller uses its own Cookies to carry out the processes necessary for the full functionality of the sites, in particular to:
- adapt the content of the Website to User preferences and optimise the use of the Website. In particular, these files make it possible to recognise the basic parameters of a User's Device and to appropriately display a website adapted to their individual needs,
  - correctly operate of the affiliation programme, enabling in particular the verification of sources of redirection of Users to the Website.
- 1.7. The Controller uses External Cookies in order to present multimedia content on the Service's websites, which are downloaded from the external website [www.youtube.com](http://www.youtube.com) ( Controller of External Cookies: Google Inc. based in the USA).
- 1.8. The Service Controller uses External Cookies to collect general and anonymous statistical data on Users - on the basis of the Controller's legitimate interest [Article 6 (1) (f) GDPR, taking into account the User's consent to the installation of the relevant Cookies and the transfer of data to the United States in connection with the use of analytical tools Google Analytics and Google Signals ( Controller of External Cookies: Google Inc. based in the USA).
- These tools allow the Controller to use the information contained, inter alia, in the collected Cookies in an optimised manner, also to process the collected information in such a way that it supports the Controller's activities on the Website. Depending on the browser settings entered by the User, their Personal Data (collected, inter alia, in the form of Cookies) may be processed in an automated manner (including in the form of profiling). An analytical tool - Google Analytics and Google Signals - is used for profiling.
- 1.9. The Service Controller uses External Cookies to popularise the Service by means of social networks Facebook. com ( Controller of External Cookies: Facebook Inc based in the USA or Facebook Ireland based in Ireland).
- 1.10. The User has the option of limiting or disabling access to Cookies on their Device. If this option is exercised, the use of the Website will be possible, except for functions that by their nature require Cookies. When accessing the Website, the User may not agree to the use of analytical and marketing Cookies. In that case, we will not be able to keep detailed statistics and adjust our advertisements based on the information collected on our Website. However, general advertising will still be displayed both on the Website and on other websites.
- 1.11. We use technologies provided by Google and Meta (Facebook) to issue advertisements on the Internet, as well as for other tools such as Google reCAPTCHA (spam protection tool), so please note whether you consent to the use of these tools, including the profiling of advertisements on the Internet and Facebook. You can check and manage your privacy and security settings in your Google account using the link [g.co/privacy](https://g.co/privacy) tools. For more information on Google's privacy policy, the technologies used by Google and Google's terms of service, please visit <https://policies.google.com/privacy?hl=pl#infochoices>. For information on Meta's (Facebook) privacy policy and how to manage your privacy settings, please visit <https://pl-pl.facebook.com/privacy/explanation/>.
- You can find more detailed information about the Cookies we use, the duration of storage and the current list of third-party companies whose services we use or whose technologies we place on our Website in the Cookies Table.

**2. Possibility to determine the conditions for storing or accessing Cookies**

- 2.1. The User may, independently and at any time, change the settings concerning Cookies, specifying the conditions for storing and accessing Cookies on the User's Device. The User may change the settings referred to in the preceding sentence by means of the settings of the Internet browser or by means of the configuration of the service. These settings can be changed, in particular, in such a way as to block the automatic handling of Cookies in the settings of the Internet browser or inform on their placement on the User's device each time. Detailed information on the possibility and methods of using Cookies is available in the settings of your software (web browser).
- 2.2. The user can delete Cookies at any time using the functions available in the web browser they are using.
- 2.3. Restricting the use of Cookies may affect some of the functionalities available on the Website.

**ABOUT COOKIES ON DUOLIFE WEBSITES**

When you browse our Websites, we collect information about your visit and how you navigate our Websites. We use Cookies for this purpose.

**What are Cookies?**

We use Cookies on the [myduolife.com](http://myduolife.com) website. These are small data files that are placed on your computer or other device by your browser. The files store various information about the User and the User's preferences.

Some Cookies are created by other companies whose services we use. They may only use the data for a specific purpose. We also do not monitor user behaviour outside the Service.

**Why do we use Cookies?**

We use them primarily for statistical purposes to see how often individual pages of the Services are visited. We use this data to improve the content and functions of our Services. We



do not collect Personal Data for this purpose.

We also use Cookies to remember how you use our Services and to make your browsing experience easier. This allows us to better tailor the content presented to you.

We also use Cookies for advertising purposes in order to tailor advertising messages to your preferences and in advertising from external partners. Such information is anonymous and does not contain any personal information.

**We use Cookies on our Services in particular for:**

- a) maintain the Website, so that the user does not have to re-enter their login and password on each page of the Website,
- b) remember your selected settings and personalise your user interface, e.g. as regards the language you have chosen, the font size, the design of the website,
- c) collect statistical information about the use of the pages of the Website,

**Please note:**

For the proper functioning of the Website and the use of the Website by Users, it is necessary to accept Cookies from this Website.

Failure to accept the use of Cookies may prevent you from logging into the Website or interfere with its correct operation.

**How long are Cookies active?**

The Cookies we use are installed for different periods. Some of them expire when you close your browser, others are active for several days, months or even years, mainly so that information about your choices is not lost. Cookies that are active for long periods are used to help us identify new and returning Website Users.

**How do I object to the installation and get rid of Cookies?**

You can refuse consent and prevent the installation of Cookies on your computer by changing your browser settings. You can also delete existing Cookies.

Of course, by not agreeing to the installation of Cookies, you can still use our Website, but you may lose the ability to use all functionalities and then your use of the Website may not be optimal.

We are committed to adapting the Service as much as possible to the needs and preferences of Users.

**How do I disable Cookies?**

Web browsers allow the storage of Cookies by default. If you do not wish to receive Cookies, you may change the settings of your browser on the computer or other device you use to access our Service. Your continued use of our Service without changing your settings means that you agree to receive technical Cookies on our Service, which, as we have indicated, are necessary for us to function properly on the Website.

Most web browsers have a function that allows the User to view and delete Cookies, including Cookies on our Service.

However, it should be emphasised that the inability of the website of our Service to save or read Cookies may prevent the full and correct use of our Service.

If you use different devices to access and browse our Website (e.g. computer, smartphone, tablet), you should make sure that each browser on each device is adjusted to your cookie preferences.

How to disable Cookies depends on the browser the User is using. The following indicates how the User can disable Cookies in Google Chrome, Firefox, Safari, Opera and Internet Explorer.

➤ Disabling Cookies in Google Chrome

1. Select the three vertical dots in the top right corner next to the address bar of the Google Chrome browser.
2. In the Security privacy section, click Content.
3. In the Cookies and page data section, you can change the following cookie settings:
  - Block all Cookies
  - Block third-party Cookies

Read more about Google Chrome browser settings:

<https://support.google.com/chrome/#topic=7438008>

➤ Disabling Cookies in Firefox

1. In the top right corner of the Firefox browser window, click on the Open menu (three horizontal dashes) and select Settings.
2. Then, from the Privacy and security section, select the Cookies and site data tab.
3. Select the appropriate security level or configure your own by choosing which elements and scripts to block - Cookies:
  - All from external sites
  - All

Read more about Firefox browser settings:

<https://support.mozilla.org/pl/kb/W%C5%82%C4%85czanie%20i%20wy%C5%82%C4%85czanie%20obs%C5%82ugi%20ciasteczek>

➤ Disabling Cookies in the Safari browser

Select the Safari menu command > Preferences, click on Privacy and then do any of the following:

1. Block all Cookies
2. Prevent off-site tracking

Read more about Safari browser settings:

[https://support.apple.com/kb/PH19214?viewlocale=pl\\_PL&locale=pl\\_PL](https://support.apple.com/kb/PH19214?viewlocale=pl_PL&locale=pl_PL)

➤ Deactivating Cookies in the Opera browser

1. In the top right corner by the Opera browser address bar, select three horizontal lines.
2. Click go to full browser settings.
3. In the Security privacy section, click Cookies and other site data.
4. You can change the following cookie settings:
  - Block all Cookies
  - Block third-party Cookies

Find out more about the Opera browser settings:

<http://help.opera.com/Windows/12.10/pl/Cookies.html>

➤ Disabling Cookies in the Edge browser

1. Select the three horizontal dots in the top right corner by the Edge browser address bar.
2. Click Settings. Under Cookies and site permissions, click Manage and delete Cookies and site data.
3. You can change the following cookie settings:
4. You can change the following cookie settings:
  - Block
  - Block third-party Cookies

Read more about Edge browser settings:

<https://support.microsoft.com/pl-pl/microsoft-edge>

*Date last updated: 27.06.2024*

## Annex 11.

Table of Cookies

Name	Category	Type	Source	Storage time	Description of use
unique name dynamically generated	essential	session	own files of the site	for the duration of the session	They are essential for the correct functioning of the website, e.g. displaying the correct language version.
CookiesDirective	essential	permanent	own files of the site	up to 365 days	This file used to record whether to display the cookie message again for a given user in the event that the user has ticked at least one of the optional consents. It ensures that the cookie message banner is not displayed every time the user visits.
cpnb_CookiesSettings	essential	permanent	own files of the site	up to 365 days	This file used to collect information about the status of cookie consents given by the user during their visit to the site.
cpnb CookiesDeclined	essential	permanent	own files of the site	up to 180 days	This file is used to store information on whether to display the cookie message again for a given user in the event that the user has rejected all optional consents. It ensures that the cookie message banner is not displayed every time the user visits.
_GRECAPTCHA	essential	permanent	Google	up to 180 days	This file comes from Google's reCAPTCHA tool for spam protection.
_ga	analytical	permanent	Google	up to 2 years	It allows you to distinguish between individual users and track how they use the website. The data are used to generate website usage statistics without identifying individual users. This file comes from the Google Analytics tool.
_gac	analytical	permanent	Google	up to 90 days	It is used to measure user activity and the effectiveness of advertising campaigns. This file comes from the Google Analytics tool.
_gcl_xxxx	analytical	permanent	Google	up to 90 days	These Cookies are primarily used to report how many times users who clicked on ads performed an action on their site (for example, made a purchase). Cookies for measuring conversion rates are not used to personalise adverts. These Cookies come from the Google Analytics tool.
_gid	analytical	permanent	Google	up to 24 hours	It is used to distinguish between users and to store a session (visit) identifier. This file comes from the Google Analytics tool.
_gat	analytical	permanent	Google	up to 1 minute	It is used to limit the speed of requests. The main purpose is to improve site performance. If the Google Analytics service is deployed using Google Tag Manager, this cookie will be named _gat_gtag_<id_service>.
fr	advertising	permanent	Facebook	up to 90 days	This file is used to deliver relevant advertisements to website users, as well as to measure the effectiveness and increase the relevance of the advertisements.
_fbp	advertising	permanent	Facebook	up to 90 days	It is used to count how many times an ad is displayed and to calculate its cost. The file also tracks user behaviour on pages that have a Facebook pixel or Facebook social plugin. Identifies browsers for the purpose of providing advertising and website analytics services.
fsmuuid	analytical	permanent	Salesmanago	10 years	Anonymous visit tracking cookie. Assigned to each visitor to the site
smclient	analytical	permanent	Salesmanago	10 years	Identification cookie, assigned to identified monitored contacts
smevent	analytical	permanent	Salesmanago	12 hours default setting	Identification cookie assigned to identified monitored contacts. The cookie stores information about the purchase event and is reset during a PURCHASE event
smform	analytical	permanent	Salesmanago	10 years	A cookie that supports contact forms and pop-ups. The cookie contains information about the behaviour of forms and pop-ups - number of visits, timestamp of last visit, information about whether the pop-up has been closed/minimised.

smg	analytical	permanent	Salesmanago	10 years	User identification cookie. The cookie gives the user a random identifier in the form of a UUID
smvr	analytical	permanent	Salesmanago	1 day	A cookie that stores information about visits. The cookie is base64 encoded and stores information on visits and impressions
smwp	analytical	permanent	Salesmanago	10 years	Cookie storing information about the consent form to receive Web Push notifications
smrcrsaved	analytical	permanent	Salesmanago	10 years	Cookie storing information on whether the person with the smclient cookie is enrolled in Salesmanago (deprecated)
smOViewsPopCap	analytical	permanent	Salesmanago	1 year	Cookie storing information about the limit of pop-ups displayed
smcfds	analytical	permanent	Salesmanago	1 day	A cookie storing information about the interaction with the Web Push consent form
_smfs	analytical	permanent	Salesmanago		Cookie storing information about pop-ups - visits, information about whether the pop-up should show again and whether it is a new session
_smvs	analytical	permanent	Salesmanago	10 years	The cookie contains information about the source of the visit to the site by type of source