

PRIVACY POLICY

SPOOLFINDER.COM

Version effective as of: 24 March 2026

Previous version: 2 December 2025

Scope of changes: update of §2.4-2.6 (USA transfer / SCC, profiling by Meta), §3.1 (Meta as data recipient), complete replacement of §6 (cookies: technical + marketing, Meta Pixel, CAPI, CMP, cookie table with retention periods), new §8 (UK GDPR / ICO), new §9 (US / CCPA / CPRA), new §10 (Canada / PIPEDA).

This Privacy Policy is a document related to the Terms of Service available at <https://spoolfinder.com/docs/terms-of-service-en.pdf> ("Terms"). Definitions of terms used in this Privacy Policy are set out in the Terms. In particular, the terms "Tracking Tools", "Meta Pixel", "CAPI" and "Data Controller" have the meanings given to them in §1.17-1.18 of the Terms. The provisions of the Terms apply accordingly.

This Policy is for information purposes and serves to satisfy the information obligations imposed on the Data Controller under the GDPR, i.e. Regulation (EU) 2016/679 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 (General Data Protection Regulation).

1. DATA CONTROLLER

1.1. The Controller of Users' personal data is Maciej Marczuk, pursuing a business activity under the business name "Maciej Marczuk", at the address: ul. Krolewej Marysinki 21/89, 02-954 Warsaw, Poland, NIP: 9512010408, REGON: 141113373 ("Data Controller").

1.2. Data Controller's contact details: maciejmarczuk@spoolfinder.com, phone: **+48 572 830 747**, postal address as stated above.

2. DATA PROCESSING

2.1. The scope, purposes and legal grounds for the processing of Users' personal data are set out in the table below.

Purpose	Scope of data	Legal basis	Processing period
Providing access to the Service	IP address, device identifier	Art. 6(1)(b) GDPR -- performance of Agreement	Until limitation period for claims; no later than 3 months from obtaining IP address
Setting up the Account	First name, e-mail address	Art. 6(1)(b) GDPR	Until limitation period for claims; deletion after Account deletion

Purpose	Scope of data	Legal basis	Processing period
Operating the Account	Username, first name, e-mail, image, other voluntarily provided data	Art. 6(1)(b) GDPR	Until Account deletion and limitation period; no later than 1 month from deletion
Enabling use of Services	First name, e-mail, Account ID	Art. 6(1)(b) GDPR	Until termination of Agreement or limitation period
Providing technical support	IP address, contact details	Art. 6(1)(f) GDPR -- legitimate interest	For the duration of support expected by the User
Correspondence and queries	First name, e-mail, other voluntarily provided data	Art. 6(1)(f) GDPR -- legitimate interest	Until correspondence ends or User objects
Push notification (commercial info)	Account ID	Art. 6(1)(a) GDPR -- consent	Until data ceases to be useful or consent is withdrawn
Protecting against and pursuing claims	E-mail, first/last name, other voluntarily provided data	Art. 6(1)(f) GDPR -- legitimate interest	Until limitation period for claims
Handling illegal content reports	E-mail, first/last name, other voluntarily provided data	Art. 6(1)(f) GDPR -- legitimate interest	Until report is fully verified
Advertising & conversion tracking via Meta Pixel (browser)	IP address, cookie IDs, device/browser info, on-site events	Art. 6(1)(a) GDPR -- consent via CMP	Until consent withdrawn; data on Meta's side per Meta privacy policy
Server-side event tracking via Meta Conversions API (CAPI)	Hashed e-mail (SHA-256), IP address, external_id, event data	Art. 6(1)(a) GDPR -- consent via CMP	Until consent withdrawn; as above

2.2. If the Data Controller becomes aware that a User is using the Service in breach of the Terms or applicable law, the Data Controller may process the User's personal data to the extent necessary to establish the User's liability.

2.3. Provision of personal data is voluntary, but failure to provide it will prevent contact, Account creation, use of the Services or other actions within the Service. This applies in particular to data marked as required.

2.4. Your personal data will not, as a rule, be transferred to third countries (outside the European Economic Area), subject to §2.5 and §3.1 below regarding transfer of data to Meta Platforms Inc. (USA) in connection with the use of Tracking Tools.

2.5. Transfer of Users' personal data to Meta Platforms Inc. in the United States takes place under **Standard Contractual Clauses (SCC)** approved by the European Commission under Decision 2021/914, constituting an appropriate safeguard within the meaning of Art. 46(2)(c) GDPR. Details on Meta's transfer mechanisms: https://www.facebook.com/legal/EU_data_transfer_addendum

2.6. The Data Controller does not make automated decisions with legal effects on Users. Meta Platforms Ireland Ltd. may, on the basis of data transmitted via Tracking Tools, create advertising

profiles of Users (including Lookalike Audiences). This profiling occurs on Meta's side and is subject to Meta's privacy policy at <https://www.facebook.com/privacy/policy/>

3. RECIPIENTS OF DATA

3.1. The Data Controller may entrust the processing of personal data to third parties for the purpose of performing the activities indicated in the Terms and supporting Users. Recipients may include: hosting provider, e-mail operator, communication tools supplier, law firm, accounting firm, entities providing website analytics and marketing solutions, and -- where consent to Tracking Tools has been given -- **Meta Platforms Ireland Ltd.** (4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland), which may further transfer data to Meta Platforms Inc. (USA) -- see §2.5. In respect of data processed via Meta Pixel, the Data Controller and Meta Platforms Ireland Ltd. act as **joint controllers** within the meaning of Art. 26 GDPR. The joint controller addendum concluded with Meta is available at: https://www.facebook.com/legal/controller_addendum

3.2. Data collected by the Data Controller may also be disclosed to competent state authorities upon their request or to other persons and entities in cases prescribed by law.

3.3. Each entity to which the Data Controller transfers personal data under a data processing agreement guarantees an adequate level of security and confidentiality. Sub-processing is permitted only with the Data Controller's prior consent.

3.4. Disclosure to unauthorised entities may occur only with the User's prior consent.

4. RIGHTS OF DATA SUBJECTS

4.1. Users have the right to: (a) erasure of personal data from the Data Controller's systems and from the databases of entities with whom the Data Controller cooperates or has cooperated; (b) restriction of processing; (c) data portability, including the right to receive data in a structured, machine-readable form; (d) access to and rectification of personal data; (e) object to processing; (f) withdraw consent at any time without affecting the lawfulness of prior consent-based processing; (g) lodge a complaint with the supervisory authority.

4.2. To exercise these rights, Users may contact the Data Controller at the e-mail address in §1.2 or via the contact form on the Service.

5. SECURITY

5.1. The Data Controller applies technical and organisational measures to protect personal data appropriate to the threats and categories of data, including securing data against disclosure to unauthorised persons, unlawful processing, and loss or destruction. The Data Controller uses SSL certificates. Personal data is stored on secured servers and protected by internal data protection procedures.

5.2. The Data Controller has implemented appropriate measures such as pseudonymisation, designed to enforce data protection principles including data minimisation, to meet GDPR requirements and protect the rights of data subjects.

5.3. Please note that using the Internet may involve risks of malware or unauthorised access by third parties. Users should use appropriate technical protections such as up-to-date antivirus software.

6. COOKIES AND TRACKING TOOLS

6.1. Types of cookies used

The Service uses the following categories of cookies:

- a) **Strictly necessary (technical) cookies** -- essential for the proper functioning of the Service, such as session management, security and settings. These do not require consent and cannot be disabled without affecting the Service's functionality.
- b) **Marketing and analytics cookies** -- used only with the User's prior consent, for the purpose of running advertising campaigns via Meta Ads and measuring their effectiveness.

6.2. Consent for marketing cookies

Marketing and analytics cookies are set only after the User has given a free, informed and unambiguous consent via the Consent Management Platform (CMP) displayed on first visit. Withholding consent does not prevent access to the basic functionalities of the Service.

6.3. Meta Pixel -- cookie details

Where consent is given, Meta Platforms Ireland Ltd. sets cookies in the User's browser for advertising tracking purposes. Main Meta cookies and their retention periods:

Cookie name	Purpose	Retention
_fbp	Browser identification for Meta advertising	90 days
_fbclid	Storing Meta ad click parameter (fbclid)	90 days / session
fr	Ad delivery and effectiveness measurement (set by Meta)	90 days

6.4. Meta Conversions API (CAPI)

Independently of browser cookies, the Data Controller may transmit event data directly from the server to Meta via the Meta Conversions API. This data (hashed e-mail SHA-256, IP address, external_id) is transmitted only after the User has given consent via the CMP.

6.5. Withdrawing consent and managing cookies

Users may withdraw consent or change cookie settings at any time via:

- a) the CMP available in the Service -- "Cookie settings" icon in the footer;
- b) browser settings (deleting or blocking cookies);
- c) Meta's ad preferences at <https://www.facebook.com/adpreferences/>

Withdrawal of consent does not affect the lawfulness of processing carried out before withdrawal.

6.6. Strictly necessary cookies -- browser management

Users may manage all cookie settings in their browser, but disabling strictly necessary cookies may negatively affect the proper functioning of the Service.

7. FINAL PROVISIONS (GENERAL)

7.1. This Privacy Policy entered into force on 24 March 2026. The previous version was effective from 2 December 2025.

8. UK USERS -- UK GDPR

UK USERS

8.1. If you are located in the United Kingdom, your personal data is processed in accordance with the UK GDPR in addition to the EU GDPR. The supervisory authority for UK data protection is the **Information Commissioner's Office (ICO)**, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF -- <https://ico.org.uk>. You have the right to lodge a complaint with the ICO at any time.

8.2. Transfer of your data from the UK to the Data Controller (Poland) is made on the basis of UK adequacy regulations recognising the EEA as providing adequate protection. Onward transfers by Meta Platforms Ireland Ltd. to Meta Platforms Inc. (USA) are made under International Data Transfer Agreements (IDTAs) or equivalent UK-approved mechanisms.

8.3. UK residents have the same rights as EU residents listed in §4.1 above, and may also lodge a complaint with the ICO.

9. US USERS -- CCPA / CPRA

US USERS -- CALIFORNIA & OTHER STATES

9.1. If you are a US resident, and in particular a California resident, you may have additional privacy rights under the CCPA as amended by the CPRA, and other applicable state privacy laws.

9.2. **California residents have the right to:** (a) know what personal information is collected and how it is used; (b) request deletion of personal information; (c) opt out of "sale" or "sharing" for cross-context behavioural advertising; (d) correct inaccurate personal information; (e) limit use of sensitive personal information; (f) non-discrimination for exercising these rights.

9.3. SpoolFinder does not sell personal information for monetary consideration. However, use of Meta Pixel and CAPI may constitute "sharing" under the CPRA. You may opt out by: (a) withdrawing consent via the CMP; (b) using the **Global Privacy Control (GPC)** signal -- the Service honours GPC.

9.4. To exercise CCPA/CPRA rights, contact us at **contact@spoolfinder.com** with subject line "California Privacy Request". We will respond within 45 days and will not discriminate against you for exercising your rights.

9.5. Users in other US states with applicable privacy laws (Virginia VCDPA, Colorado CPA, Connecticut CTDPA, Texas TDPSA, etc.) may exercise equivalent rights at the same address.

10. CANADIAN USERS -- PIPEDA / QUEBEC LAW 25

CANADIAN USERS

10.1. If you are located in Canada, your personal data is processed in accordance with PIPEDA and, for Quebec residents, with Quebec Law 25 (Act respecting the protection of personal information in the private sector, as amended). PIPEDA requires that consent be "meaningful" -- informed, voluntary, and appropriate to the sensitivity of the data. For marketing tracking (Meta Pixel, CAPI), we obtain **express opt-in consent** before activating any Tracking Tools for Canadian users, collected via the CMP prior to any data transmission.

10.2. Canadian users have the right to: (a) access their personal information; (b) correct inaccurate information; (c) withdraw consent; (d) lodge a complaint with the OPC at <https://www.priv.gc.ca> or, for Quebec residents, the CAI at <https://www.cai.gouv.qc.ca>

10.3. Cross-border transfers from Canada to Poland and onward to the USA via Meta are made with appropriate contractual safeguards. You have the right to be informed about such transfers and the protections in place.