

Privacy Policy of the „loymee” Loyalty Program

I. General Provisions

1. This Privacy Policy (hereinafter referred to as the “Policy”) defines the principles for processing personal data of Users and Partners (hereinafter collectively referred to as “Data Subjects”) in connection with the use of the “loymee” loyalty program (hereinafter referred to as the “Program”), available via the mobile-optimized website (hereinafter referred to as the “Site”), as well as through tools and administrative panels provided to Partners.
2. The data controller is **mobitouch sp. z o.o.** based in Rzeszów, at Litewska 10/1 (hereinafter referred to as the “Administrator” or “we”).
3. Contact with the Administrator regarding personal data processing can be made via email at: support@loymee.com.

II. Scope of Personal Data

1. The Administrator may process the following personal data of Users:
 - Email address
 - Technical data regarding the device and internet connection (e.g., IP address, cookies, device identifiers),
 - Data related to activity in the Program (points history, rewards redemption).
2. The Administrator may process the following personal data of Partners (individual entrepreneurs or representatives of legal entity partners):
 - Company data (name, address, NIP, other identification data),
 - Email address
 - Phone number,
 - Email address of the Partner’s employees or representatives (if provided),
 - Financial information necessary for settlement (e.g., related to the purchase of packages).
3. Providing personal data may be necessary for registering in the Program, using its functionalities, purchasing packages for Partners, or communicating with the Administrator. Failure to provide data may prevent the use of the Program.

III. Purposes and Legal Bases for Data Processing

1. User data is processed for the following purposes:
 - Implementation of the loyalty program (points calculation and settlement, rewards redemption) – legal basis: necessity for the performance of a contract (Article 6(1)(b) GDPR),
 - Communication with Users, sending push notifications and emails related to the Program or Partner offers – legal basis: consent or legitimate interest of the Administrator (Article 6(1)(a) or (f) GDPR),
 - Improving the Site and the Program, analyzing traffic and User preferences – legal basis: legitimate interest of the Administrator (Article 6(1)(f) GDPR),
 - Fulfillment of legal obligations (e.g., accounting, taxes) – legal basis: legal obligation (Article 6(1)(c) GDPR).
2. Partner data is processed for the following purposes:
 - Conclusion and execution of the cooperation agreement within the Program (e.g., package purchase, financial settlements) – legal basis: necessity for the performance of a contract (Article 6(1)(b) GDPR),
 - Maintaining contact with the Partner, informing about changes in the Program, sending push notifications and emails regarding offers and functionalities – legal basis: consent or legitimate interest of the Administrator (Article 6(1)(a) or (f) GDPR),
 - Fulfillment of legal obligations (e.g., tax, accounting, consumer law) – legal basis: legal obligation (Article 6(1)(c) GDPR),
 - Protection of the legitimate interests of the Administrator (e.g., claims enforcement, defense against claims).

IV. Data Retention Period

1. Personal data will be stored for as long as necessary to fulfill the purpose of processing, including for the duration of the service agreement under the Program, and after its termination – for the period required by law (e.g., limitation period for claims, archiving obligations).
2. After the required period has expired, the data will be deleted or anonymized.

V. Data Recipients

1. The Administrator may share personal data with the following recipients:
 - Providers of technical, IT, hosting services, and Site maintenance,
 - Stripe payment operator for transaction processing,
 - Entities collaborating with the Administrator within the Program, to the extent necessary for the provision of services (e.g., Partners with respect to User data, but only regarding points history and rewards redemption),
 - Public authorities or other entities authorized by law to access the data.
2. Data sharing will be limited to the necessary extent.

VI. Rights of Data Subjects

1. Data Subjects have the right to:
 - Access their personal data,
 - Rectify (correct) their personal data,
 - Delete personal data (the so-called "right to be forgotten"), provided that further processing is not required by law or necessary for claims enforcement,
 - Restrict data processing,
 - Data portability, if the processing is based on consent or a contract,
 - Object to data processing based on the legitimate interest of the Administrator,
 - Withdraw consent at any time (if processing is based on consent), provided that withdrawal of consent does not affect the lawfulness of processing before the withdrawal.
2. To exercise the above rights, Data Subjects may contact the Administrator via the email address provided in this Policy.

3. Data Subjects have the right to lodge a complaint with the competent supervisory authority (e.g., in Poland – the President of the Personal Data Protection Office), if they believe that data processing violates the law.

VII. Data Security

1. The Administrator uses appropriate technical and organizational measures to protect personal data from loss, destruction, unauthorized access, disclosure, or misuse.

VIII. Cookies and Similar Technologies

1. The Site may use cookies or other tracking technologies for proper operation, functionality improvement, and traffic analysis.
2. Data Subjects can change their browser settings to block cookies or receive notifications when they are sent. However, blocking cookies may limit certain features of the Site.

IX. Changes to the Privacy Policy

1. The Administrator reserves the right to change this Policy at any time, especially in case of changes in legal regulations or Program functionalities.
2. Data Subjects will be informed about changes to the Policy through a notification on the Site or via email.
3. Changes take effect on the date specified in the notice, no earlier than 14 days after they are published. Using the Program after the changes take effect means acceptance of the new Policy.

X. Contact

1. Any questions, comments, or requests regarding this Policy can be directed to the email address: support@loymee.com.