ARK Ingredients and ARK App Privacy Policy

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> This Policy explains how we process personal data in connection with arkingredients.com, registration for and use of ARK App, correspondence, enquiries and service security. The Privacy Policy is provided for information and does not amount to asking the User for "GDPR consent".

1. Controller and contact details

1. The controller of personal data is **ARK Ingredients Daniel Turek**, ul. Aleksandra Świętochowskiego 1/41, 01-318 Warsaw, Poland, Polish tax identification number (NIP) 6612258365 ("Controller", "ARK Ingredients", "we").
2. For privacy matters, the exercise of rights or data security, contact us at **csr@arkingredients.com**. For other matters: **sales@arkingredients.com**.
3. This Policy applies to website visitors, persons sending enquiries or registering an account, ARK App Users, Company administrators and business contacts representing customers, suppliers and partners.

2. When we are a controller and when we are a processor

1. We are the controller of data required to register and operate an account, enter into and perform a contract, handle communications and complaints, settle accounts, ensure security, maintain audit logs, and establish, pursue or defend claims.
2. Where a Company or User places personal data of other persons in formulations, documents or other content and determines the purposes and means of using that data, that Company will generally be the controller and ARK Ingredients may act as processor on its documented instructions.
3. Where use of ARK App requires personal data processing to be entrusted to us, the Company and ARK Ingredients enter into a data processing agreement compliant with Article 28 GDPR. This Policy does not replace that agreement.

3. Data we may process

1. **Identity and professional data:** first name, surname, business email address, Company, country, job title or role, and information about the relationship with the Company.
2. **Account and contract data:** username, account status and permissions, Company, service variant, history of email verification and acceptance of the Terms, order or offer information, and billing data where applicable.
3. **Usage and security data:** time and type of operation, account, session and event identifiers, IP address, device, browser and operating-system data, technical logs, audit trails, and information about errors, attempted misuse or security breaches.
4. **Correspondence and support data:** content of enquiries, reports, complaints and messages, selected raw materials or products, attachments, and response history.
5. **User Content:** formulations, documents, descriptions, file metadata and other information entered into ARK App. Such content may contain personal data only where the User or Company has a legal basis to use and disclose it.

6. **Browser data:** essential session and security cookies, the locally stored language preference, and data relating to confidential formulations stored on the User's device.
7. We do not ask Users to place special categories of personal data, data relating to criminal convictions or offences, or data unnecessary for use of the service in ARK App. Adding such data requires prior agreement with ARK Ingredients and an appropriate legal basis.

4. Sources of data

1. We receive data directly from the data subject, including during registration, use of ARK App, submission of a form or correspondence.
2. We may receive data from the Company, its administrator or another authorised User, for example when creating an account, inviting a team member, sharing a formulation or handling a report.
3. In B2B relations, we may obtain basic professional data from publicly available sources, such as the Company's website, a public register or professional profile, or from a business partner. We will inform the individual in accordance with Article 14 GDPR where that obligation applies.

5. Purposes and legal bases

1. We register accounts, verify email addresses, assess registration requests, provide access to ARK App and perform service functions on the basis of Article 6(1)(b) GDPR, in order to take steps at the individual's request before entering into a contract or to perform a contract.
2. We handle forms, enquiries, demonstrations, support and complaints on the basis of Article 6(1)(b) GDPR and, where a person contacts us on behalf of a Company or the matter does not lead to a contract, Article 6(1)(f) GDPR. Our legitimate interest is business communication and user support.
3. We ensure website and ARK App security, prevent misuse, block suspicious operations, maintain logs and audits, and establish, pursue or defend claims on the basis of Article 6(1)(f) GDPR. Our interest is protecting Users, the Company, the services and evidence of contract performance.
4. We handle settlements and accounting records and meet obligations towards authorities on the basis of Article 6(1)(c) GDPR in conjunction with applicable tax, accounting and other legal obligations.
5. We develop the service, diagnose errors and analyse aggregate information about feature performance on the basis of Article 6(1)(f) GDPR, to the extent necessary to improve quality and reliability. We do not currently conduct behavioural advertising or optional cookie-based analytics on the public website.
6. We send marketing communications only where a separate legal basis exists and electronic communications requirements have been met. Account registration and acceptance of the Terms do not constitute marketing consent.
7. If, exceptionally, we ask for consent, the basis will be Article 6(1)(a) GDPR. Consent may be withdrawn at any time without affecting the lawfulness of earlier processing.

6. Whether data must be provided

1. Providing data marked as required during registration is voluntary but necessary to create and operate an account, verify the User and enter into or perform the contract. Without that data, registration or use of ARK App may be impossible.
2. Providing data in a contact form or complaint is voluntary, but without contact details and a description of the matter we may be unable to reply or examine the report.

7. Data of other persons in Documents and formulations

1. The User and Company are responsible for ensuring that personal data placed in uploaded Documents, formulations and other content was obtained lawfully, is adequate and may be processed in ARK App.
2. The Company provides information notices to the persons whose data it enters into ARK App and handles their requests to the extent that it is the controller. ARK Ingredients provides agreed assistance as processor.
3. Before uploading, the User should remove data unnecessary for the intended use of a Document or formulation.

8. Recipients of data

1. Authorised ARK Ingredients personnel may access data only to the extent required for operations, security, support and legal obligations.
2. Data may be entrusted to providers of hosting, cloud and backup infrastructure, email and communications, software maintenance, security, accounting, legal services and tools supporting the website and ARK App.
3. Data may be disclosed to public authorities or other entities where required by law or necessary to protect rights. We do not sell personal data.
4. Current information about the main categories of providers and, where applicable, subprocessors is available from csr@arkingredients.com.

9. Transfers outside the European Economic Area

1. The core ARK App infrastructure is designed to use resources in the European Economic Area. Some supporting services, in particular global website-delivery, security, email or technical-support infrastructure, may nevertheless result in access to or processing of data outside the EEA.
2. Where data is transferred outside the EEA, we use a mechanism required by Chapter V GDPR, in particular a European Commission adequacy decision, Standard Contractual Clauses or another permitted instrument and, where necessary, supplementary safeguards.
3. Information about the applicable mechanism or a copy of the relevant safeguards may be obtained by contacting us.

10. Retention periods

1. We retain account and service-performance data for the duration of the account or contract and then for the period needed for settlements, to demonstrate proper performance and until claims become time-barred. Business-related claims are generally subject to a three-year period, while other claims may be subject to a period of up to six years; proceedings may extend that time.
2. Data from pending, rejected or incomplete registrations is retained for the time needed to process the request, communicate, ensure security and handle potential claims, and is then deleted or anonymised when no longer needed. The period is reviewed regularly.
3. Evidence of acceptance of the Terms and audit and security logs are retained for the period necessary to demonstrate acceptance, protect the service, investigate incidents and pursue or defend claims.

4. Enquiries, reports and complaints are retained until the matter is closed and then for the period needed to demonstrate its handling and protect against claims. If correspondence leads to a contract, the relevant data becomes part of the contract records.
5. Tax and accounting documentation is retained for the period required by law, generally five years calculated in accordance with the applicable tax rules.
6. User Content is retained for the service period and in accordance with the return or deletion rules in the contract. Deleted data may remain for a limited period in rotating backups until securely overwritten, without being used for ordinary operational purposes.
7. Technical data used for website rate limiting is processed briefly; the IP address used by the form rate limiter is held in operational memory for approximately 10 minutes. Infrastructure logs may be retained longer where necessary for security and diagnostics.
8. Where further retention is required by law, an authority or pending proceedings, we delete data when that reason ends.

11. Confidential formulations and data on the User's device

1. Formulations designated as confidential may be stored in encrypted form on the device or in a location selected by the User. Their contents are not ordinarily transmitted to ARK Ingredients servers.
2. The browser may locally retain settings, recovery data, pending-operation information and short-lived session data required to open, save or send a formulation to a designated User.
3. ARK Ingredients may process limited technical or organisational information needed to operate that feature, without access to the local formulation contents. The User is responsible for the device, backups, recovery keys and secure deletion of local data.

12. Cookies and browser storage

1. ARK App uses cookies essential for maintaining a session, authentication, form protection and abuse prevention. Without them, login and secure use of the application may be impossible.
2. The public website stores the language selection in the browser's local storage. It remains until the User clears site data or replaces the selection.
3. Confidential formulations may use IndexedDB, local storage or session storage as described in section 11. Session data is intended to be removed when the session ends or on logout; local data remains under the User's control until deleted.
4. We do not currently use optional advertising or analytics cookies on the public website. If we introduce them, before storing or accessing information on a device we will provide the required information and choice mechanism, except where the law permits operation without consent.

13. Data-subject rights

1. Depending on the legal basis and circumstances, an individual has the right of access and to obtain a copy, rectification, erasure, restriction, data portability and objection.
2. Where processing is based on our legitimate interests, an individual may object on grounds relating to their particular situation. An objection to direct marketing is effective without reasons.
3. Where processing is based on consent, it may be withdrawn at any time. Withdrawal does not affect the lawfulness of processing before withdrawal.

4. Requests may be sent to csr@arkingredients.com. We may ask for information needed to verify identity and protect data against disclosure to an unauthorised person.
5. Individuals have the right to lodge a complaint with the President of the Polish Personal Data Protection Office. Current contact and complaint information is available at https://uodo.gov.pl/p/kontakt.
6. Not every right applies in every situation. If we cannot comply with a request in full, we will explain why and identify available remedies.

14. Automated decisions

1. We do not make decisions based solely on automated processing that produce legal effects or similarly significantly affect an individual within the meaning of Article 22 GDPR.
2. Security mechanisms may automatically detect suspicious activity and temporarily block an operation or suspend access. The User may submit an objection or complaint, and the matter is subject to human review in accordance with the Terms.

15. Data security

1. We use technical and organisational measures appropriate to the risk, including encrypted transmission, access and permission controls, segregation of roles, event logging, backups, updates, session protection and incident-response procedures.
2. No system guarantees complete security. Users should protect login details, devices and recovery keys and immediately report suspected breaches to csr@arkingredients.com.

16. Minors

1. The website and ARK App are intended for professional and business relationships, not for children. We do not intend knowingly to collect children's data for account creation.
2. If we receive credible information that a child's data has been provided without an appropriate basis, we will take steps to delete it or otherwise secure it lawfully.

17. Changes to this Policy

1. The Policy may be updated when the law, service operations, technologies used or data recipients change. The current version is published at https://arkingredients.com/legal/ark-app/privacy-policy.
2. We will notify ARK App Users of material changes in a manner appropriate to the nature of the change, for example in the application or by email. Archived versions are available upon a justified request.

18. Language versions

1. The Policy is available in Polish and English. Both versions are intended to communicate the same content.
2. In the event of an interpretative discrepancy, the Polish version prevails to the extent permitted by mandatory law.
3. Polish version: https://arkingredients.com/legal/ark-app/polityka-prywatnosci.