Focus on the game. We will handle the rest.

Cardhansa Privacy Policy

version 1.0 · in force from 1 July 2026

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Definitions

Capitalised terms not defined in this Policy (e.g. Account, Order, Verification, New Proposal) have the meaning given in the Terms.

Controller (also: **Cardhansa**, **we**) – Daniel Majewski Cardverse, a sole trader registered in the Polish Central Register and Information on Economic Activity (CEIDG), using the brand name Cardhansa, with its registered office in Warsaw, ul. Żurawia 6/12 lok. 745, 00-503 Warszawa, Poland, tax ID (NIP): 9662027267, REGON: 527381669, e-mail for data protection matters: gdpr@cardhansa.com. The Controller decides why and how your data is processed.

Service – the Cardhansa website available at cardhansa.com, including its subpages and subdomains.

GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation).

Terms – the terms and conditions of Cardhansa services available in the Service, in particular the Service Terms, the terms of selling cards to Cardhansa (buyback) and the terms of purchases from Cardhansa (shop).

§1 Who is responsible for your data and how to contact us

1. **Controller.** Cardhansa is the controller of your personal data. We run an online buyback and sale of collectible cards: you can sell cards to us and you can buy them from us. This Policy covers both cases. We process data in accordance with the GDPR and Polish data protection law, in particular the Act of 10 May 2018 on the Protection of Personal Data.
2. **Contact.** For all matters concerning personal data, write to gdpr@cardhansa.com. This address works regardless of the language you write in. For matters concerning orders and customer service, use support@cardhansa.com or the chat in the Service. We respond no later than within the time limits described in §7(9).
3. **How we protect your data.** We match technical and organisational measures to the risk: we encrypt transmission (TLS), restrict access to data to the people who need it, and minimise the scope of data passed to each recipient. In particular, we account for the risk of accidental destruction or loss of data, its unauthorised modification or disclosure, and unauthorised access.

§2 What data we collect and when

What data we process depends on what you use. Below are all the situations: from visiting the Service, through selling cards to us, to buying from us.

When you browse the Service

We collect technical connection data: IP address, session identifiers, browser and device information, and event logs (date, time, requested pages). We use them to run and secure the Service, and with your consent also in analytics. Cookies and similar technologies are described separately in the Cookie Policy; we activate analytics only with your consent, and without it we count visits in aggregate only.

When you create an Account and sign in

To create an Account you need an e-mail address and a phone number; we confirm both with codes we send to them, and you sign in with a code sent to your e-mail. We use the phone number to confirm operations on the Account, for order notifications and to prevent abuse. Sign-in is handled by a specialised authentication provider, and if you set a password, it never reaches us in plain form. In your Account you can add: first and last name, addresses, payout details and preferences. In the Account panel you can review and change this data and manage your consents.

When you sell cards to us: cart and Order

We process the list of cards you want to sell, the declared conditions, the quoted prices and your choices (delivery method, verification options, additional options, coupon). We also record the version of the terms you accepted, with the date and time. This forms part of the evidence that a contract was concluded.

When you send cards to us

We pass to the carrier the data needed to handle the parcel and receive delivery statuses from it. The carrier also processes your data as a separate controller, under its own privacy policy.

When we verify cards

We record the course of Verification: assessment results, New Proposals and your decisions. These records are used to settle the Order and handle complaints.

When we pay you

We process your bank account number or payout card details, together with the amount and transfer title. We pass them to the institution executing the payout (a bank or payment institution), which processes them further as a separate controller, under its own legal obligations.

When you buy cards from Cardhansa

We process your order data: the list of products, prices, delivery address, chosen delivery and payment method, and your purchase history in the Account.

When you pay for purchases

Payment is handled by a payment operator. You provide your payment card or bank login details directly to the operator; we do not see or store them. We receive the transaction identifier and status so that we can match the payment to the order and handle any refund.

When we deliver your order

We pass to the carrier the data needed for delivery: first and last name, address or pickup point, phone number and e-mail address. The carrier also processes them as a separate controller.

When you buy from us on an external marketplace

When you buy from us through an external trading platform, its operator passes to us the data needed to fulfil the order and ship it (including first and last name, delivery address, e-mail address, phone number, order details). In this respect we are the controller of that data; the platform operator remains a separate controller to the extent it processes your data on its own platform. If you use us in more than one place (in the Service and on platforms), we may combine this information in a single customer profile to give you consistent service and to prevent abuse.

When you withdraw from a contract or return goods

We process the details of your request: order number, returned items, the reason (if you give one) and the bank account number for the refund.

When we issue accounting documents

Data from concluded contracts (buyback and sale) and from invoices and receipts goes into our tax and accounting records. The law requires us to keep them for 5 years from the end of the tax year.

When you contact support

When you write on the chat in the Service or to support@cardhansa.com, we process your e-mail address, the content of the conversation and the details of the matter it concerns.

When you file a complaint

We process the complaint data: your contact details, order number, description of the matter and our responses. This applies both to complaints about buyback settlements and to complaints about purchased goods (statutory warranty).

When product safety is concerned

If a product you bought from us is recalled for safety reasons or requires a safety warning, we use your order data (contact details, products, purchase date) to inform you directly. If you report an accident or a product safety problem to us, we process the content of your report, including information about effects on health if you provide it.

When you fill in a survey

Taking part in Cardhansa surveys is voluntary. We store your answers, including partial ones, the parameters with which you enter the survey (e.g. market, game, referring page, campaign parameters) and technical data: IP address, country, browser, operating system and device type, language, time zone and page address. We analyse the answers in aggregate to assess interest in new markets, games and the shop.

When you sign up for marketing or the newsletter

Only with your consent. You can check and change the channels (e-mail, SMS) in the Account panel. You can withdraw consent at any time: via the link in the message or in the Account panel. Withdrawal does not affect the handling of your orders.

You can also sign up at the end of a survey: you enter your e-mail address and tick the consent box. The market, game and language of the survey tell us which welcome bonus and which launch notice to send you. The first message asks you to confirm your address, and we send the next ones after that.

When you receive order notifications

E-mails about order status are part of performing the contract; you cannot switch them off while you have an order in progress. Service SMS messages (e.g. drop-off code, decision reminder) are sent on the basis of our legitimate interest; you can switch them off in the Account panel.

When we suspect abuse

Where there is a reasonable suspicion (e.g. cards from an unlawful source, counterfeits, circumventing limits through multiple Accounts), we may process additional data: the history of orders and Accounts, Verification records, and in justified cases we may ask you for proof of purchase of the cards or additional explanations. This protects us and honest customers.

§3 Purposes, legal bases and retention periods

Data category	Purpose of processing	Legal basis	Retention period
e-mail, phone number, one-time codes, password (held by the sign-in provider), Account identifier	Account creation, sign-in, confirming operations, session maintenance	Art. 6(1)(b) GDPR (contract for an electronic service); confirming operations: Art. 6(1)(f) GDPR	until Account deletion
first and last name, phone, addresses, preferences	Account and order handling, transaction-related contact	Art. 6(1)(b) GDPR	until Account deletion, then until claim limitation periods expire
buyback Order data (card list, declared conditions, choices, accepted terms version)	quoting, accepting and fulfilling the Order, concluding the sale contract; order history in the Account panel	Art. 6(1)(b) GDPR	for the life of the Account; data of concluded contracts additionally for 5 years from the end of the tax year and until claim limitation periods expire
Verification and decision records	Order settlement, handling New Proposals and complaints	Art. 6(1)(b) and (f) GDPR	until the Order is settled; in a dispute, until it is resolved
purchase order data (product list, delivery address, delivery and payment choices)	handling purchases, delivery, status updates; purchase history in the Account panel	Art. 6(1)(b) GDPR	for the life of the Account; data of concluded contracts additionally for 5 years from the end of the tax year and until claim limitation periods expire
purchase payment data (transaction identifier and status, amount)	matching payments to orders, handling payment refunds	Art. 6(1)(b) GDPR	5 years from the end of the year in which the tax payment deadline passed

Data category	Purpose of processing	Legal basis	Retention period
parcel data (dispatch, statuses, delivery and return addresses)	delivering cards to us, delivering purchases to you, handling returns	Art. 6(1)(b) GDPR	for the life of the Account; data linked to concluded contracts additionally for 5 years from the end of the tax year
bank account number or payout card details, amount	buyback payouts, purchase refunds	Art. 6(1)(b) GDPR	5 years from the end of the year in which the tax payment deadline passed
data from concluded contracts, invoices and receipts (parties, subject, price, date, account number)	tax and accounting records (including VAT margin scheme records and tax settlements)	Art. 6(1)(c) GDPR (Art. 70 § 1 and Art. 86 § 1 of the Polish Tax Ordinance, Art. 74 of the Accounting Act, Art. 112 of the VAT Act, Civil Law Transactions Tax Act)	5 years from the end of the year in which the tax payment deadline passed
order data from trading platforms (received from the platform operator)	fulfilling an order placed on a platform, shipping, complaints and contact	Art. 6(1)(b) and (c) GDPR	for the time of fulfilling the order, then 5 years from the end of the tax year and until claim limitation periods expire
withdrawal, goods return and complaint data	handling contract withdrawals, statutory warranty and complaints	Art. 6(1)(c) GDPR (Polish Consumer Rights Act, Civil Code) and (f)	until the matter is closed, then until claim limitation periods expire
contact details and order data (including from trading platforms), content of product safety reports, including health information if you provide it	product safety recalls and safety warnings, handling reports of accidents and product safety problems, cooperation with market surveillance authorities	Art. 6(1)(c) GDPR (Articles 12, 15, 20 and 35 of Regulation (EU) 2023/988 on general product safety); health information: Art. 9(2)(g) GDPR in conjunction with those provisions	order data: for the periods stated for orders; product safety reports: 10 years from delivery of the product (Art. 15(4) of that Regulation)
e-mail, phone, notification content	order status notifications (e-mail); service SMS messages	Art. 6(1)(b) GDPR; SMS: Art. 6(1)(f) GDPR (you can opt out in the Account)	until Account deletion
e-mail, content of conversations and requests	support (chat, e-mail), handling questions; request history in the Account	Art. 6(1)(b) or (f) GDPR	until Account deletion
dispute correspondence data	establishing, pursuing and defending claims	Art. 6(1)(f) GDPR	until claim limitation periods expire
Account and order history, Verification records, explanations; after Account deletion, the necessary minimum of identifying information in a limited and secured form	preventing fraud and abuse and protecting against their recurrence	Art. 6(1)(f) GDPR	until the verification or proceedings end; the identifying minimum no longer than until the limitation period for possible claims expires (up to 6 years)
pseudonymous identifiers, events in the Service, IP address	analytics and usage statistics of the Service	Art. 6(1)(a) GDPR (consent in the cookie banner)	collection until consent is withdrawn; events collected earlier until the retention period set in the analytics tool expires
page load and response times, the visited page, information about the browser, device and connection, IP address (no form content and no session recording)	assessing and improving how the Service performs on your device (performance and reliability)	Art. 6(1)(a) GDPR (consent in the cookie banner, analytics category)	collection until consent is withdrawn; data collected earlier for up to 90 days

Data category	Purpose of processing	Legal basis	Retention period
IP address and browser information, processed in transit by the analytics provider	aggregate visit statistics when you do not consent to analytics	Art. 6(1)(f) GDPR (legitimate interest: knowing how the Service is used)	identifier valid for one day; aggregate statistics remain, with no possibility of identification
technical data: error messages and error details (including a technical record of events preceding the error), page or request address, request handling times of the Service's servers, samples of how the servers' code runs while handling requests (function names, code locations and their execution time), browser and operating system type and version, IP address (without form content)	security, stability and performance of the Service: monitoring and fixing errors, measuring server performance	Art. 6(1)(f) GDPR	up to 90 days
survey answers (including partial ones), entry parameters (market, game, referring page, campaign parameters), technical data (IP address, country, browser, operating system, device, language, time zone, page address)	researching interest in new markets, games and the shop, developing our offer	Art. 6(1)(f) GDPR (legitimate interest: knowing where and with what to grow Cardhansa)	24 months from the end of the survey, then we remove the e-mail address and technical data from the answer
e-mail, first name, per-channel consents; when you sign up in a survey, also the market, game and language of the survey	marketing and newsletter, including the welcome bonus and launch notice after signing up in a survey	Art. 6(1)(a) GDPR and Art. 398 of the Polish Electronic Communications Law	until consent is withdrawn

Overlapping periods rule. The same data may fall under several periods at once. We keep it until the longest one expires, then delete or anonymise it.

§4 Who we disclose your data to

1. **Two groups of recipients.** We distinguish entities that process data solely on our instructions (processors) from entities to which we disclose data and which are then independently responsible for it (separate controllers). For the former, we are responsible; for the latter, they are.
2. **Processors acting on our instructions** (data processing agreements, minimum data scope). These are entities that:
   a. handle sign-in and authentication and secure traffic in the Service,
   b. provide analytics tools,
   c. monitor errors, stability and performance of the Service,
   d. provide accounting and invoicing software,
   e. send transactional and marketing e-mails and SMS messages on our behalf,
   f. host our internal systems, including the survey tool.
3. **Separate controllers** to whom we disclose the data necessary for their role:
   a. carriers and operators of drop-off and pickup points (parcel deliveries and returns),
   b. banks and payment institutions (buyback payouts, payment refunds),
   c. payment operators (payments for purchases),
   d. operators of trading platforms on which we sell; they process your data on their platforms under their own privacy policies,
   e. public authorities (e.g. tax authorities, law enforcement), only where the law requires it.

§5 Transfers outside the EEA

1. **Principle: data stays in Europe.** We process data within the European Economic Area.
2. **Exception.** One recipient, our authentication service provider, processes data in the United States. The transfer is based on the European Commission's adequacy decision on the EU-US Data Privacy Framework, supplemented by Standard Contractual Clauses (SCC).
3. **Fallback plan.** If the transfer basis ceases to apply, we will switch to another lawful mechanism (in particular SCC with supplementary measures) or end the transfer.
4. **Details on request.** Write to gdpr@cardhansa.com and we will name the specific recipient and send you a copy of the transfer safeguards applied.

§6 How long we keep your data

1. **Retention rhythm.** Account data and the history of orders, purchases and support requests live as long as the Account. Transaction data lives longer: tax law requires 5 years, and in case of a dispute we keep it until claim limitation periods expire. Auxiliary data (analytics, error logs) is deleted soonest.
2. **Limits of the right to erasure.** If you ask us to delete your data, we will delete everything not covered by a retention obligation. Data of concluded contracts will, however, remain in our tax records until the required periods end. After that, we delete it without your request.
3. **After Account deletion.** If you delete your Account, we keep the necessary minimum of information needed to prevent fraud and abuse, in a limited and secured form, for no longer than until the limitation period for possible claims expires (up to 6 years), after which we delete it.

§7 Your rights: what they mean and how to use them

1. **Access and copy (Art. 15 GDPR).** You can ask whether and what data of yours we process, and receive a copy. The first copy is free of charge.
2. **Rectification (Art. 16 GDPR).** You can correct inaccurate data and complete incomplete data. Most data you can fix yourself in the Account panel; that is the fastest route.
3. **Erasure (Art. 17 GDPR).** You can request deletion of data that is no longer needed for the purposes we collected it for, or where you withdraw the consent that was its only basis. The limits are described in §6(2): we cannot delete concluded-contract data before the tax retention periods expire.
4. **Restriction of processing (Art. 18 GDPR).** You can request that we only store your data, e.g. while your objection is being considered or the accuracy of the data is being checked.
5. **Portability (Art. 20 GDPR).** Data you provided to us that we process on the basis of a contract or consent will be delivered in a structured, commonly used, machine-readable format (e.g. JSON or CSV): to you or to a controller you designate.
6. **Objection (Art. 21 GDPR).** Available against processing based on legitimate interest. The effect depends on the type of objection:

Objection against	Effect
service SMS messages	we stop sending them: immediately, without assessment
marketing (if it were based on legitimate interest)	we stop: immediately, without assessment
error and server performance monitoring, aggregate visit counting, survey research, abuse prevention, defence of claims	we assess whether your particular situation outweighs our interest, and respond with reasons

7. **Withdrawal of consent (Art. 7(3) GDPR).** You can withdraw any consent at any time: marketing consent in the Account panel or via the link in a message, analytics consent in the cookie settings (the banner or the "Cookie settings" link in the footer), and either of them also by writing to us. Withdrawal works for the future and is as easy as giving consent.
8. **Complaint (Art. 77 GDPR).** You can lodge a complaint with the President of the Polish Personal Data Protection Office (Prezes UODO, ul. Stawki 2, 00-193 Warszawa, uodo.gov.pl). If you live in another EU country, you can also complain to your local supervisory authority. We encourage you to write to us first; we resolve most matters directly.
9. **How and when we respond.** We accept requests at gdpr@cardhansa.com. We respond without undue delay, at the latest within one month. In particularly complex matters we may extend this by two further months; we will warn you of this within the first month, with reasons. If we are not sure of your identity, we may ask additional verification questions.

§8 Automated decisions and profiling

1. **Prices are calculated by a system; a person and you decide.** Buyback and sale prices are calculated automatically from market data. This is not, however, an automated decision producing legal effects on you (Art. 22 GDPR): the condition of cards in the buyback is assessed by a person during Verification, and transaction decisions are always yours.
2. **No marketing profiling.** We do not build marketing profiles and we do not make decisions about you based solely on automated processing.

§9 Do you have to provide your data

1. **Voluntary, but no data means no transaction.** Providing data is voluntary, but: without an e-mail you cannot create an Account, without order data you cannot sell cards to us or buy them, without payout data we cannot pay you, and without an address we cannot deliver or return a parcel. Consents (analytics, marketing) are fully optional; not giving them takes nothing away from you. Taking part in a survey and giving your e-mail address in it are voluntary.
2. **Age.** The Service is addressed to adults. A person who is at least 13 years old may use the Service and hold an Account to the extent set out in the Terms of Service. The Newsletter and other consents require being at least 16 years old, and below that age the consent of a legal guardian (Art. 8 GDPR). Selling cards to Cardhansa is available to adults only.

§10 Cookies and similar technologies

1. **Reference.** The rules for cookies, localStorage and similar technologies, together with a full inventory and instructions for managing consent, are described in the Cookie Policy available in the Service.

§11 Changes to this Policy and version history

1. **When we change it.** We update the Policy when the law, our providers or the features of the Service change. Each version has a number, an effective date and a short description of changes, and earlier versions are archived and available for download in the Service.
2. **How we inform you.** We will inform you of significant changes in the Service and by e-mail before they take effect.
3. **Language.** This document is drawn up in Polish; the English version is provided for convenience. In case of any discrepancy, the Polish version is binding.
4. **Version history.**

Version	Effective from	What changed
1.0	1 July 2026	first version of the Policy