Privacy Policy of the service.hdwrglobal.com Portal

Version 1.0 — effective from: 24 September 2026

This is a translation of the binding Polish version (`polityka-prywatnosci-pl.md`). In case of discrepancies, the Polish version prevails, unless mandatory consumer-protection law provides otherwise.

§ 1. Controller

The controller of personal data processed in connection with the use of the **service.hdwrglobal.com** portal (registration of HDWR products to extend the warranty, and subsequently warranty/complaint claims) is **HDWR Global sp. z o.o.**, ul. Dmowskiego 28, 63-000 Środa Wielkopolska, Poland, entered in the National Court Register (KRS) under no. 0000527575, VAT ID PL7861700636 ("Controller", "HDWR"). You can contact us on data protection matters at biuro@hdwr.pl or by phone +48 61 621 27 44. The Controller has not appointed a Data Protection Officer.

§ 2. What data we process and where it comes from

1. **Data provided at product registration:** e-mail address (required), type of user (business or private individual), and for businesses — company name and VAT/tax ID, country, and optionally first and last name and the product's serial number. We also record technical registration data: IP address, browser user agent, the time and version of the consents given, and the time the e-mail address was confirmed.
2. **Data from HDWR's order system** (received from our order system, not provided by the User at registration): order number, sales channel, country, product shipping date, and the buyer's data from that order (first and last name, company, tax ID, address, e-mail, phone). The buyer who placed the order may be a different person than the User registering the product (e.g. a distributor buying products for resale) — the buyer's order data is **not shown** to the person registering the product and is used solely to verify the origin of the product when handling warranty and complaint claims.

§ 3. Purposes and legal grounds for processing

1. **Performing the warranty and handling product registration** — for the User's data: Art. 6(1)(b) GDPR (steps taken before entering into, and in performance of, the warranty arrangement); for the order buyer's data, where the buyer is a business: Art. 6(1)(f) GDPR (the Controller's legitimate interest — verifying the origin of the product and its shipping date).
2. **Legal obligations** related to documenting complaints and handling warranty claims — Art. 6(1)(c) GDPR.
3. **E-mail marketing** (HDWR commercial information: new products, promotions, product tips), including segmenting communications by the product owned and by country — based on consent (Art. 6(1)(a) GDPR, read together with the provisions on electronic marketing communications under Polish law implementing the ePrivacy Directive). Consent is a condition for obtaining the extended warranty of 36 months; withdrawing it later **does not cancel** an extension already granted. The segmentation referred to above is not automated decision-making that produces legal effects concerning the User or similarly significantly affects them.
4. **Fraud and abuse prevention** (e.g. repeated registration of the same code, attempts to circumvent the form) — Art. 6(1)(f) GDPR.

§ 4. Recipients of data

We entrust or disclose data to the providers whose services we use to run the portal and handle warranties: our server provider (OVH — servers located in Europe), Cloudflare (CDN network and bot protection, including Turnstile verification), VIPserv (e-mail hosting, Poland), courier companies — when handling a complaint, and other providers of IT services to HDWR. E-mails (including marketing messages) are sent through HDWR's own mailing system, hosted on the same infrastructure.

§ 5. Transfers of data outside the EEA

Some of the providers we use (Cloudflare) may process data within infrastructure located outside the European Economic Area, including the United States. In such cases the transfer is based on a European Commission adequacy decision (the EU-US Data Privacy Framework) or on standard contractual clauses approved by the European Commission.

§ 6. Data retention period

1. Data provided at product registration is kept until the end of the extended warranty period and until the limitation periods for related claims have expired.

2. Data processed for marketing purposes is kept until consent is withdrawn — after withdrawal the e-mail address remains on a suppression list so that no further messages are sent to it.
3. Technical data (logs) is kept for no longer than 12 months.

§ 7. Data subject rights

Every person whose data we process has the right to access their data, rectify it, erase it, restrict its processing, and have it transferred, as well as the right to object to processing based on Art. 6(1)(f) GDPR. Consent to processing for marketing purposes may be withdrawn at any time — via the link included in every message or by writing to the address given in § 1; withdrawal does not affect the lawfulness of processing carried out before the withdrawal. Every person also has the right to lodge a complaint with the President of the Polish Personal Data Protection Office (Prezes Urzędu Ochrony Danych Osobowych, UODO), ul. Stawki 2, 00-193 Warsaw, Poland, or with the supervisory authority in their country of residence.

§ 8. Cookies

The portal uses only strictly necessary, technical cookies — to maintain the registration form session and to support the Cloudflare Turnstile mechanism that protects against bots. The portal does not use analytics or advertising cookies.

§ 9. Final provisions

Providing data is voluntary, but the e-mail address and the required consents are necessary to register a product and obtain the extended warranty. This policy is available in Polish, English, German, Czech, Slovak, Romanian, Hungarian, Bulgarian, Italian and Spanish; in case of discrepancies the Polish version prevails, unless mandatory consumer-protection law provides otherwise. We will announce changes to this policy by publishing a new version on this page.