

REGULATIONS OF THE WEBSITE LIVINNX POLAND (“REGULATIONS”)

General Provisions

1. The Regulations lay down the terms and conditions under which SH GGH Management 8 Sp. z o.o. Sp. K. with its registered office in Warsaw, address: ul. Emilii Plater 53, 00-113 Warszawa, entered in the Register of Businesses kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS number 0000572571, Tax Identification Number (NIP) 5223036641, Statistical Identification Number (REGON) 362345709 (“Administrator”) provides services by electronic means (“Services”) via the website Livinn Poland under the address www.livinnxpoland.pl (“Website”) as well as the rules of data processing and the protection of the personal data of clients who are natural persons (“Clients”).

2. A contract for the performance of the Services is concluded at the moment when the Client performs any action on the Website (e.g. browses information and materials published on the Website). The contract terminates when the Client ceases to use the Website.

3. The Client is forbidden to put on the Website illegal content and to otherwise use the Services in contravention of the law, the Regulations or accepted principles of morality, for commercial purposes or in a way which prejudices the legitimate interests of the Administrator.

Terms and Conditions of Providing Services by Electronic Means

1. All information on the Website is deemed general commercial information whose purpose is to familiarise the Client with the activity of Livinn Poland and the related services offered by the Administrator.

2. The Client can use the Website in order to:

- a. subscribe to the newsletter (which involves providing their email address and first name as well as consenting to receiving commercial information per email);
- b. find out about the investment LivinnX Kraków at ul. Romanowicza 4 in Cracow;
- c. enter the system of room reservations at the student house LivinnX Kraków at ul. Romanowicza 4 in Cracow;

3. The service of room reservations at the student house LivinnX Kraków at ul. Romanowicza 4 in Cracow will be provided upon terms and conditions laid down in separate regulations – the Reservations Regulations.

4. The Services are provided on the Website free of charge.

5. In order to correctly and fully use the Website, the Clients should: (i) use a device with Internet access which makes it possible to use Internet browsers such as Internet Explorer, Google Chrome, Mozilla Firefox, Opera or Safari and which has minimal screen resolution of 1024x768 pixels, (ii) possess an e-mail account if they wish to receive commercial information from the Administrator.

6. The use of specific functionalities of the Website may depend on whether the Client has installed software such as Java or Java Script and accepted Cookies, of which the Administrator informs on the Website.

Complaint Procedure

1. The Client can file complaints concerning the functioning of the Website and the Services per registered mail to the address SH GGH Management 8 Sp. z o.o. Sp. K., 00-113

Warszawa, ul. Emilii Plater 53, or per electronic mail to the address team@livinnxkrakow.pl.

2. Any questions, opinions and requests concerning the functioning of the Website can likewise be submitted in the manner described above.
3. Complaints will be examined within 14 days of their receipt by the Administrator.
4. The Administrator will respond to the complaint to the Client's email address indicated in the complaint.

Personal Data Processing

1. The controller of personal data processed via the Website ("Data") is SH GGH Management 8 Sp. z o.o. Sp. K. with its registered office in Warsaw (00-113) at ul. Emilii Plater 53, address: ul. Emilii Plater 53, 00-133 Warszawa, entered in the Register of Businesses kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS number 0000572571, Tax Identification Number (NIP) 5223036641, Statistical Identification Number (REGON) 362345709.
2. The personal data are processed pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council 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, and repealing Directive 95/46/EC (General Data Protection Regulation) of 27 April 2016 (GDPR).
3. The following data of the Clients may be subject to processing: online identifiers, IP address, first name, email address.
4. Personal data are processed for the following purposes upon the legal bases and for periods specified below:
 - a. for the purpose of the performance of the contract entered into with the Client
Personal data: online identifiers and the IP address of the device.

Legal basis: Article 6(1)(b) of the GDPR, i.e. processing is necessary for the performance of a contract to which the data subject is party.

Data storage period: period in which the contract is performed until lapse of the time limit for bringing actions under that contract
 - b. for the purpose of operating the Website and examining the complaints and requests of the Users
Personal data: online identifiers and IP address of the device, and if a complaint is filed – data provided in the complaint.

Legal basis: Article 6(1)(f) of the GDPR, i.e. processing is necessary for the purposes of the legitimate interests pursued by the Administrator in the form of raising the quality of services and building positive relations with clients.

Data storage period: until the lapse of 3 years from the day of last communication with the person who filed the complaint.

- c. for marketing purposes, in particular in the form of mailing commercial information per electronic mail.

Personal data: first name, email address

Legal basis: Article 6(1)(a) of the GDPR, i.e. on the basis of the Client's consent to the processing of their personal data, provided that such consent is given.

Data storage period: until the day when the consent to personal data processing is withdrawn.

5. The Data of the Clients may be processed longer than it follows from the preceding section if it is necessary for the purpose of examining a complaint or another form of claim submitted by the Client and for the purposes of potential court or administrative proceedings.

6. The Data are protected with the use of technical and organisational measures in order to ensure an appropriate level of security in compliance with the binding provisions of law.

7. The Administrator does not collect Data from third parties or from generally available sources and processes only Data provided by the Client.

8. For the purposes of operating the Website, the Data may be made available to an external IT business and to authorised staff of the Administrator.

9. The Administrator entrusts the processing of personal data for purposes related to payments resulting from the Contract for the provision of Services to the "PayLane" company sp. z o.o. based in Gdańsk, ul. Cypriana Kamila Norwida 4, 80-280, KRS:0000227278

10. The Client has the right to:

- a. request access to their personal data,
- b. request rectification of their personal data,
- c. request erasure of their personal data or restriction of personal data processing (such request to be granted provided that the legal conditions for such request are met),
- d. request restriction of personal data processing,
- e. object to personal data processing,
- f. request data portability (in the form of receiving the Data from the Administrator in a format which enables the Client to provide the Data to a third party of their choice),
- g. lodge a complaint with the competent supervisory authority: President of the Personal Data Protection Agency, ul. Stawki 2, 00-193 Warszawa – if the Client finds that the Data are processed illegally.

11. Any requests, inquiries and demands related to Data processing should be directed to the address: team@livinnxkrakow.pl.

Protection of Intellectual Property Rights

1. All rights, including copyright and industrial property rights, in the individual textual or graphic elements, photographs, audiovisual materials, applications, software, tools and data bases, trademarks and logos are reserved to the Administrator or to cooperating entities indicated by the Administrator and are subject to legal protection.

2. The use of the Website by the Client does not result in the Client acquiring any intellectual property rights in the works, data bases, software, Tools and trademarks or logos they contain. The Client may use the Website solely to the extent of permitted personal use defined by the provisions of the law and upon the terms and conditions laid down herein. Any other copying

and distribution in any form and in any manner of materials available on the Website without the Administrator's written consent is forbidden.

Final Provisions

1. These Regulations enter into force on 20/05/2019.
2. The Administrator will be entitled to amend the Regulations in the event that new functionalities will be added to the Website, a new version of the Website will be introduced or the applicable provisions of the law are amended. The amendments will be made to the relevant extent.
3. The Clients will be notified of any amendments to the Regulations no later than 14 days prior to their entering into force in the form of the new content of the Regulations being published on the Website.
4. If a Client does not consent to the amendments, they have the right to terminate the contract with immediate effect by ceasing to use the Website.
5. Any matters not stipulated herein will be governed by the provisions of Polish law.