

## **BOOKING SYSTEM REGULATIONS**

### **LivinnX Experience**

#### **1. Definitions**

The words and expressions starting from a capital letter shall have the meaning determined below.

- 1.1. Form** – shall mean a form - available on the Web Portal - to make bookings, including, in particular, the following data of the Student: name, surname, e-mail address, phone number and specification of the Subject Matter of the Booking.
- 1.2. Booking Period** – shall mean a period of 5 days from the date of sending by the Service Provider to the Student's e-mail address the confirmation of the Booking, referred to in Item 3.2 below.
- 1.3. Booking Fee** – shall mean a fee in the amount equivalent to EUR 100 (in words: one hundred Euro) paid in Polish zlotys (PLN) according to the average exchange rate of the National Bank of Poland (NBP) applicable on the date preceding the day of making the payment by the Student during the Booking to secure the conclusion of the lease agreement by the student. The Booking Fee is a separate remuneration of the Service Provider and shall not be credited towards the first rent in case of signing a lease agreement. If the lease agreement is not concluded, the fee amount shall be credited towards the compensation for lost profits provided for the Service Provider.
- 1.4. Web Portal** – shall mean a web portal under the address: [www.livinnxpoland.pl](http://www.livinnxpoland.pl), including, inter alia, the Form, operated by the Service Provider.
- 1.5. Subject Matter of the Booking** – shall mean a place in a multi-person room or a single room together with furnishings indicated by the Student.
- 1.6. Booking System Regulations** – shall mean this document which constitutes the regulations, referred to in Article 8 Paragraph 1 Item 1) of the Act of 18 July 2002 on providing services by electronic means (Journal of Laws of 2019 item 123 as amended).
- 1.7. Booking** – shall mean a conclusion of the booking agreement of the Subject Matter of the Booking in favour of the Student for the Booking Period through the fulfilment of the Form by the Student.
- 1.8. Student** – shall mean an adult natural person, having a student status or holding a positive decision about admission to higher education studies who makes a Booking via the Web Portal and who intends to conclude the tenancy agreement.
- 1.9. Service** – shall mean services provided electronically by the Service Provider allowing the Booking of a selected single room or place in a multi-person room.
- 1.10. Service Provider** – shall mean a company SH GGH MANAGMENT 8 Spółka z ograniczoną odpowiedzialnością Spółka Komandytowa z siedzibą w Warszawie (kod pocztowy: 00-133 Warszawa ), przy ul. Emilii Plater 53, entered into the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw, XII Commercial Department of the National Court Register under the number KRS 0000572571, NIP 5223026641, REGON 362345709 share capital in the amount of PLN 5000zł.

#### **2. General provisions**

- 2.1.** The Booking System Regulations determines the kind, scope, terms and conditions of making the Booking of the Subject Matter of the Booking by the Students, their rights and obligations connected with the Booking being made.
- 2.2.** Under the rules specified in the Booking System Regulations the Service Provider makes the Booking of a selected single room or place in a multi-person room. These Booking System Regulations do not apply to the tenancy agreement concluded between the parties on the basis of different documents.
- 2.3.** The content of the Booking System Regulations is made available to each person free of charge via the Web Portal.
- 2.4.** Student's acquaintance with the Booking System Regulations and his/her acceptance of their provisions by marking the relevant fields in the Form is a condition to provide the Service by the Service Provider.
- 2.5.** If the Booking System Regulations are made available in additional language versions, in the case of conflict between these versions the Polish version shall be binding.

#### **3. Making the Booking, Booking Period.**

- 3.1. Making the Booking by the Student involves the following steps:
  - 3.1.1. selecting the Subject Matter of the Booking based on the options specified on the Web Portal, in particular, availability and cost;
  - 3.1.2. entering the required data and information to the Form by the Student;
  - 3.1.3. making the following declarations by marking the relevant fields in the Form:
    - declaration of the truthfulness of the data submitted by the Service Provider;
    - declaration of the consent to the processing - by the Service Provider - of the personal data submitted to the Service Provider in order to provide the Services;
    - declaration of the selection of the payment manner of the Booking Fee.  
The failure to make any of the afore-mentioned declarations by the Student results in the impossibility of continuing the Booking procedure;
  - 3.1.4. making the payment of the Booking Fee.
- 3.2. After entering the data to the Form and after crediting the payment of the Booking Fee on the Service Provider's account, the automatic Booking confirmation, including the procedure instructions for conclusion of the tenancy agreement and the documents necessary for conclusion of the tenancy agreement, will be sent to the Student, to the e-mail address specified in the Form.
- 3.3. The Booking is concluded at the time of sending the automatic Booking confirmation, referred to in Item 3.2. above. After the automatic Booking confirmation is sent to the Student, the Booking cannot be changed or cancelled by the Student.
- 3.4. The Booking expires:
  - 3.4.1. at the time the Student sends to the Service Provider the complete set of scanned signed documents necessary for the conclusion of the tenancy agreement between the Student and the Service Provider;
  - 3.4.2. upon the expiry of the Booking Period.
- 3.5. The Service Provider reserves the right to refuse to make the Booking if there are no free single rooms or places in multi-person rooms. In such a case the e-mail message that the Booking cannot be made will be sent automatically to the Student, to the address entered in the course of the booking.

#### **4. Student's right and obligations**

- 4.1. In connection with the use of the Service the Student is obliged:
  - 4.1.1. to comply with all provisions of the Booking System Regulations ,
  - 4.1.2. to define correctly the Student's data, including, in particular, the data required in the course of making the Booking;
  - 4.1.3. to inform immediately the Service Provider of any possible breaches of security and problems connected with the function or use of the Service;
  - 4.1.4. to comply with all law regulations, morality and universally applicable rules related to the use of the internet network;
  - 4.1.5. not to conduct any action endangering the security of the Web Portal or computer systems of the third parties.
- 4.2. The Student cannot use the z Service provided by the Service Provider for the purposes contrary to the law regulations, principles of social coexistence, morality and universally applicable rules of conduct.
- 4.3. The Student is entitled to use the Service only in a manner compliant with its intended purpose and functionality defined in the Booking System Regulations.

#### **5. Service Provider's rights and obligations**

- 5.1. The Service Provider is obliged:
  - 5.1.1. to observe the provisions of the Booking System Regulations;
  - 5.1.2. to provide the Service with due care;
  - 5.1.3. to ensure that any contents supplied by the Service Provider in connection with the provision of the Services are compliant with law.
- 5.2. The Service Provider does not guarantee the continuous provision of the Service. In particular, the Service Provider does not bear responsibility for any interruptions in the provision of the Service caused by the technical and maintenance reasons as well reasons contributable to the Student or the third party.

#### **6. Responsibility**

- 6.1. The Service Provider does not bear responsibility for any interruptions in the provision of the Service resulting from the breakdown or cases of the malfunction of IT systems being beyond the control of the Service Provider.
- 6.2. The Service Provider does not bear responsibility for the impossibility of using the Service resulting from the errors in making the Booking by the Student.
- 6.3. The Student bears the sole and exclusive strict liability for any consequences or damage occurred on the part of the Student, Service Provider or other person, connected or resulting from the following events:
  - 6.3.1. breach of any provision of the Regulations by the Student;
  - 6.3.2. improper use of the Booking system by the Student, in particular, use of the Booking system contrary to its intended purpose or instructions presented in the Regulations;
  - 6.3.3. lack of security of the Student's IT systems.
- 6.4. The Service Provider does not control, verify or bear responsibility for damage to the Student or the third party as a result of or in connection with the use of the Service by the Student.
- 6.5. The Service Provider shall not bear responsibility for damage to the Student in connection with the faults (defects) of the Booking system, failure or incorrect operation, including breakdowns.
- 6.6. The Service Provider does not bear responsibility for any consequences of providing the false or incorrect data by the Student, if despite due diligence applied by the Service Provider it is not possible to contact the Student.
- 6.7. None of the Parties shall bear responsibility for damage caused by force majeure.

## 7. Complaints

- 7.1. The complaints connected with the provision of the Service should be submitted by letter or electronically to the following addresses of the Service Provider:  
written correspondence: - SH GGH MANAGMENT 8 Spółka z ograniczoną odpowiedzialności Spółka Komandytowa, 00-113 Warszawa ul. Emilii Plater 53;  
  
electronic correspondence: - team@livinnxpoland.pl
- 7.2. The complaint should include the following data of the Student: Student's name, surname, address, electronic mail address given in the Booking and description of a problem which occurred in connection of the use of the Service.
- 7.3. The complaint will be considered on a basis of priority of submission to the Service Provider within 30 days from the date of its receipt. The response will be sent in the same form in which the complaint is submitted to the electronic mail address provided by the Student in the complaint or to the Student's correspondence address.
- 7.4. If information given in the complaint requires supplementing, the time limit, referred to in Item 7.3 above, shall run from the date of receipt of the complete complaint by the Service Provider.

## 8. Personal data

- 8.1. The controller of the Students' personal data provided in connection of the Booking made via the Web Portal is SH GGH MANAGMENT 8 Spółka z ograniczoną odpowiedzialności Spółka Komandytowa, 00-113 Warszawa ul. Emilii Plater 53z siedzibą w Warszawie (kod pocztowy: , 00-113 Warszawa), przy ul. Emilii Plater 53
- 8.2. The data provided by the Student will be processed pursuant to Article 6 Paragraph 1 Letter b) of the 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 (GDPR).
- 8.3. The personal data, in particular, name, surname, e-mail address and phone number, will be processed by the Service Provider pursuant to Article 6 Paragraph 1 Letter b) of the 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 (GDPR) in order to conclude and perform the Booking agreement via the Web Portal.
- 8.4. Provision of the data is voluntary but necessary to provide the Service. The Student (data subject) has the right to access the content of his/ her data, to correct or withdraw them at any time.

- 8.5. The Student (data subject) has the right to complain to the supervision authority, i.e. the President of the Personal Data Protection Office, in connection with the Service Provider's processing of the personal data provided by the Student contrary to law regulations.
- 8.6. The Service Provider informs that the Students' personal data are not released to the third parties, provided that the Service Provider retains the right to disclose the personal data to the authorised entities and in cases provided for by law regulations.
- 8.7. 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

**9. Final provisions.**

- 9.1. The Booking System Regulations shall enter into force on 20.05.2019.
- 9.2. The Service Provider is entitled to change the Booking System Regulations at any time.

Kraków, on 20.05.2019