

TERMS AND CONDITIONS

1. DEFINITIONS

1.1. Capitalised terms used in the Terms and Conditions shall have the following meanings:

Olivia Rent – Olivia Rent spółka z ograniczoną odpowiedzialnością, with its registered office in Gdańsk at ul. Batorego 16/1A (80-251 Gdańsk), entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, under KRS No. 0001140897, NIP 9571181560, REGON 540282990, with a share capital of PLN 30,000.00, providing the Services in the Building.

Building – the building operating under the trade name **Olivia Pulse**, located at al. Grunwaldzka 474 in Gdańsk, in which Olivia Rent provides the Services.

Premises – premises intended for temporary accommodation, made available by Olivia Rent to the User or Guest under the Agreement.

User – a natural person, legal person or organisational unit without legal personality that has concluded an Agreement with Olivia Rent.

Guest – a natural person using the Services under an Agreement concluded by the User. The User may also be a Guest.

Services – accommodation services provided by Olivia Rent together with additional services offered in accordance with the Agreement, Offer or Terms and Conditions.

Common Areas – parts of the Building intended for common use by users of the Building in accordance with their intended purpose.

Reservation – the placing by the User of an order for the provision of Services in accordance with the terms of the selected Offer.

Offer – the terms for the provision of Services presented by Olivia Rent, including in particular the type of Premises, declared period of stay, amount of remuneration, scope of Services, payment terms, Reservation cancellation rules and other terms applicable to a given Reservation.

Agreement – an agreement for the provision of accommodation services concluded between Olivia Rent and the User on the basis of an accepted Reservation.

Short-Term Stay Agreement – an Agreement covering the provision of Services for a period not exceeding 29 consecutive hotel nights.

Long-Term Stay Agreement – an Agreement covering the provision of Services for a declared period of at least 30 consecutive days, settled in monthly settlement periods in accordance with the rules set out in the Terms and Conditions.

Hotel Day – the period of use of the Premises commencing at 3:00 p.m. on the day on which the stay begins and ending at 11:00 a.m. on the following day, unless the Offer or Agreement provides otherwise.

Security Deposit – an amount paid by the User as security for all amounts due to Olivia Rent arising from the Agreement or the Terms and Conditions.

Utilities – electricity, water, sewage disposal, heating and other utilities or services settled in accordance with the Agreement, Offer or Terms and Conditions.

Administrative Fee – a fee intended to cover the operating costs of the Common Areas of the Building and administrative services provided by Olivia Rent.

Service Fee – a fee covering services related to preparing the Premises for the stay, ongoing servicing thereof and the provision of additional services specified in the Agreement, Offer or Terms and Conditions.

Olivia Rent Website – the website available at www.oliviapulse.pl.

Regulation – 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.

Terms and Conditions – these Terms and Conditions.

2. GENERAL PROVISIONS

2.1. The Terms and Conditions set out the rules governing the provision of Services by Olivia Rent, in particular the rules for making Reservations, concluding and performing Agreements, using the Premises and additional services provided by Olivia Rent.

2.2. The Terms and Conditions constitute an integral part of each Agreement concluded between Olivia Rent and the User, irrespective of the method by which the Reservation is made.

2.3. Making a Reservation, concluding an Agreement or commencing use of the Services means that the User has read the Terms and Conditions, accepts their provisions and undertakes to comply with them.

2.4. The User shall ensure that all persons using the Premises under the Agreement concluded by the User, in particular Guests, comply with the provisions of the Terms

and Conditions. The User shall be liable for the acts and omissions of Guests as for their own acts and omissions.

2.5. In the event of any discrepancy between the provisions of the Terms and Conditions and the terms of the Offer, the terms of the Offer shall prevail, unless the Terms and Conditions expressly provide otherwise.

2.6. Olivia Rent may also provide Users and Guests with additional services not falling within the scope of the Services covered by the Agreement, on the terms set out in separate regulations, price lists or terms and conditions for the provision of such services.

3. RESERVATION AND CONCLUSION OF THE AGREEMENT

3.1. A Reservation may be made via:

- a) the Olivia Rent Website;
- b) online booking services;
- c) directly in the Building;
- d) in another manner permitted by Olivia Rent.

3.2. In order to make a Reservation, the User shall provide the information required by Olivia Rent, in particular:

- a) the date on which the stay is to commence;
- b) the planned period of stay;
- c) the number of Guests;
- d) identification and contact details;
- e) data necessary for issuing accounting documents, where required.

3.3. When making a Reservation, the User selects the type of Offer and the type of Premises. A specific Premises shall be allocated no later than on the day on which the stay commences, unless the Parties agree otherwise.

3.4. For organisational or technical reasons, Olivia Rent may allocate to the User Premises other than those originally indicated, provided that such Premises are of at least the same standard as the Premises covered by the Reservation.

3.5. The conditions for conclusion of the Agreement are:

- a) making a Reservation;

- b) acceptance of the Terms and Conditions;
- c) payment of the remuneration and other amounts due as required under the Offer;
- d) confirmation of the Reservation by Olivia Rent.

3.6. The Agreement is concluded upon confirmation of the Reservation by Olivia Rent.

3.7. Failure by the User to pay the remuneration or other amounts required under the Offer within the time limit specified by Olivia Rent shall result in the automatic expiry of the Reservation, without Olivia Rent being required to make any additional declarations. In such a case, Olivia Rent shall be entitled to make the Premises available for Reservation again.

3.8. The User shall provide true, complete and up-to-date data necessary for the conclusion and performance of the Agreement, in particular:

- a) first name and surname or business name;
- b) residential address or registered office;
- c) correspondence address, if different from the residential address or registered office;
- d) email address;
- e) telephone number;
- f) data necessary for issuing accounting documents, where required.

If the User has no place of residence or registered office in the territory of the Republic of Poland, the User shall indicate an address for service in the territory of the Republic of Poland. If no such address is indicated, service made to the last correspondence address indicated shall be deemed effective to the extent permitted by applicable law.

3.9. The User shall immediately inform Olivia Rent of any change to the data referred to in clause 3.8.

3.10. Any declarations, demands for payment, notices and other correspondence related to the conclusion or performance of the Agreement may be served in documentary form, in particular by email, unless mandatory provisions of law require another form.

3.11. Correspondence sent to the last correspondence address or email address indicated by the User shall be deemed effectively served if the failure to deliver it results from the User's failure to inform Olivia Rent of a change to such data.

3.12. The User acknowledges that conclusion of the Agreement does not constitute a basis for using the address of the Premises or the Building for registration, record-keeping or correspondence purposes, in particular for:

- a) registering permanent or temporary residence;
- b) registering a business activity, company, branch, representative office or other organisational unit;
- c) indicating an address for service;

Olivia Rent does not consent to the use of the address of the Premises or the Building for any of the above purposes.

4. SHORT-TERM STAY AGREEMENT

4.1. Nature of the Agreement

4.1.1. The Short-Term Stay Agreement is concluded for the fixed period specified in the Reservation.

4.1.2. The Agreement expires upon expiry of the period for which it was concluded, without either Party being required to make any additional declaration.

4.2. Remuneration and payments

4.2.1. The amount of remuneration due to Olivia Rent and the rules for its payment are specified in the Offer.

4.2.2. Unless the Offer provides otherwise, the User shall pay the full remuneration before commencement of the stay.

4.2.3. If, in accordance with the Offer, payment of a Security Deposit or other fees is required, the User shall pay them before commencement of the stay.

4.2.4. Olivia Rent may refuse to hand over the Premises until all amounts due under the Agreement have been paid.

4.3. Cancellation of the Reservation

4.3.1. The User may cancel the Reservation only on the terms specified in the Offer.

4.3.2. The consequences of cancelling the Reservation, in particular the rules for refunding amounts paid, are determined by the terms applicable to the selected Offer.

4.3.3. After conclusion of the Agreement, the User shall not be entitled to demand a refund of all or any part of the remuneration due to failure to use all or part of the stay, unless otherwise provided by the Offer or mandatory provisions of law.

4.4. Check-in

4.4.1. The User acquires the right to use the Premises upon check-in.

4.4.2. Check-in takes place in accordance with the procedure applicable at Olivia Rent.

4.4.3. The conditions for handing over the Premises are:

- a) presentation of a document confirming identity;
- b) acceptance of the documents required for performance of the Agreement;
- c) payment of all amounts due under the Agreement.

4.5. Check-out

4.5.1. The User shall vacate the Premises no later than by the end of the last Hotel Day.

4.5.2. Extension of the stay requires the prior consent of Olivia Rent and is subject to availability of the Premises and the terms of the current Offer.

4.5.3. If the User fails to vacate the Premises after termination of the Agreement, Olivia Rent shall be entitled to charge remuneration for non-contractual use of the Premises in an amount equal to twice the applicable daily rate for each commenced Hotel Day, without prejudice to the right to claim damages under the general rules.

5. LONG-TERM STAY AGREEMENT

5.1. Nature of the Agreement

5.1.1. The Long-Term Stay Agreement is intended for Users interested in using the Premises for a period of at least 30 consecutive calendar days but not longer than 12 months.

5.1.2. Before concluding the Agreement, the User selects an Offer corresponding to the declared period of stay.

5.1.3. The declared period of stay forms the basis for determining the terms of the Offer, in particular the amount of remuneration and the scope of services offered by Olivia Rent.

5.1.4. A condition for commencement of the stay is completion by the Guest of the check-in procedure and presentation of a document confirming identity.

5.2. Remuneration and payments

5.2.1. The amount of remuneration due to Olivia Rent and the amount of the Administrative Fee and Service Fee are specified in the Offer.

5.2.2. The settlement period is a calendar month, provided that the first and last settlement periods may cover a period shorter than a calendar month if the

commencement or end of the stay does not fall, respectively, on the first or last day of a calendar month.

5.2.3. The remuneration, Administrative Fee and Service Fee are due for each settlement period.

5.2.4. The first settlement period shall be settled before commencement of the stay in accordance with the terms of the Offer.

5.2.5. For each subsequent settlement period, amounts due are payable on the basis of an invoice issued by Olivia Rent by the fifth Business Day of the relevant calendar month.

5.2.6. The due date for payment of amounts resulting from the invoice is specified in the invoice and may not be shorter than 7 days from the date of issue thereof.

5.2.7. Failure to pay amounts resulting from an invoice by the due date may constitute grounds for termination of the Agreement in accordance with the Terms and Conditions.

5.3. Settlement of Utilities

5.3.1. The User shall bear the costs of Utilities consumed during the term of the Agreement.

5.3.2. Utilities shall be settled on the basis of actual consumption determined according to readings of measuring devices installed in the Premises or on a flat-rate basis, depending on the Offer.

5.3.3. Measuring devices shall be read after the end of each settlement period and after termination of the Agreement.

5.3.4. Olivia Rent shall issue an invoice covering the settlement of Utilities.

5.3.5. The User shall pay the amount resulting from the settlement of Utilities within the time limit specified in the invoice.

5.4. Service Fee

5.4.1. As part of the fixed Service Fee, Olivia Rent provides the User with the following services:

- a) one cleaning of the Premises in each calendar month (if provided for in the selected Offer);
- b) access to the Internet and television services
- c) technical maintenance service for the Premises being used.

5.4.2. Cleaning also includes checking the technical condition of the Premises and their equipment to the extent necessary for the proper provision of services by Olivia Rent.

5.4.3. Cleaning performed as part of the Service Fee does not include non-standard cleaning activities resulting from above-average soiling of the Premises.

5.4.4. The date of cleaning is agreed with the User sufficiently in advance.

5.4.5. The User shall provide representatives of Olivia Rent with access to the Premises at the agreed time for the purpose of carrying out cleaning and technical maintenance services covered by the Service Fee. Such services may be provided at a time agreed with the User, including in the User's absence.

5.4.6. If the services covered by the Service Fee cannot be performed for reasons attributable to the User, Olivia Rent shall designate an additional date for their performance. Inability to perform the services for reasons attributable to the User shall not constitute grounds for reducing the Service Fee.

5.5. Handover and return of the Premises

5.5.1. The Premises shall be handed over on the commencement date of the stay specified in the Reservation, in accordance with the applicable Hotel Day, unless the Parties agree otherwise.

5.5.2. The Premises shall be returned no later than by the end of the Hotel Day on the day on which the stay ends or the Agreement is terminated, unless the Agreement provides otherwise.

5.5.3. The User shall return the Premises together with the equipment and all means of access to the Premises and the Building provided to the User

5.5.4. The User shall return the Premises cleared of their belongings and in a condition no worse than at handover, taking into account normal wear and tear resulting from proper use of the Premises. In the event of loss, destruction or failure to return means of access, the User shall pay a fee in accordance with the applicable Price List.

5.5.5. Upon handover and return of the Premises, the Parties shall prepare an appropriate handover report recording, in particular, the condition of the Premises, their equipment and the readings of measuring devices.

5.5.6. Upon handover of the Premises, it shall be deemed that their condition and the condition of the equipment raise no objections on the part of the User. Any objections concerning the condition of the Premises or their equipment shall be reported by the User to Olivia Rent no later than within 24 hours of check-in, in person or electronically to the email address indicated by Olivia Rent, failing which the User shall lose the right to rely on defects existing at the time the Premises were handed over.

5.6. Dissolution and termination of the Agreement

5.6.1. In the event of delay by the User in payment of all or part of any amount due to Olivia Rent, Olivia Rent shall demand, in documentary form, that the User settle the outstanding amount, granting an additional period of 3 days from the date of service of the demand, failing which the Agreement may be terminated with immediate effect.

5.6.2. After ineffective expiry of the period referred to in clause 5.6.1, Olivia Rent shall be entitled to terminate the Agreement with immediate effect.

5.6.3. Olivia Rent shall also be entitled to terminate the Agreement with immediate effect in the event of a material breach by the User of the provisions of the Agreement, the Terms and Conditions, the Building Regulations or the Rules for Use of the Premises if, despite a prior demand in documentary form to cease the breaches and the granting of an additional 3-day period, the User does not cease the breaches or remedy their consequences, where possible.

5.6.4. If Olivia Rent terminates the Agreement with immediate effect, the User shall clear the Premises, hand them over to Olivia Rent and return all means of access to the Premises and the Building provided to the User within 2 days of service on the User of Olivia Rent's declaration terminating the Agreement. The provisions of clause 5.5 of the Terms and Conditions shall apply accordingly to the handover of the Premises.

5.6.5. Upon expiry of the period referred to in clause 5.6.4, the User's right to use the Premises shall expire. Olivia Rent shall be entitled to immediately block or deactivate all means of access to the Premises and the Building provided to the User, without the need to make any additional declarations.

5.6.6. A Long-Term Stay Agreement may be dissolved before expiry of the period for which it was concluded on the basis of a written agreement between the Parties.

5.6.7. Conclusion of the agreement referred to in clause 5.6.6 requires the User to first notify Olivia Rent of the intention to terminate the Agreement early and to agree with Olivia Rent the terms of its dissolution.

5.6.8. If the Agreement is dissolved or terminated by the User before expiry of the period for which it was concluded, for reasons not attributable to Olivia Rent, the User shall pay an early termination fee equal to 200% of the monthly remuneration for the stay due for the current settlement period.

6. SECURITY DEPOSIT

6.1. Olivia Rent may make conclusion of the Agreement or handover of the Premises conditional upon payment by the User of a Security Deposit in the amount specified in the Offer or Agreement.

6.2. The Security Deposit constitutes security for all amounts due to Olivia Rent arising from the Agreement, the Terms and Conditions or applicable law, irrespective of the basis on which they arise.

6.3. Olivia Rent shall be entitled to satisfy from the Security Deposit all amounts due to it from the User, in particular in respect of:

- a) remuneration for the stay;
- b) Administrative Fee;
- a) Service Fee;
- b) amounts due for Utilities;
- c) costs of repairing damage to the Premises, Building or their equipment;
- d) costs of removing excessive soiling of the Premises;
- e) costs of clearing the Premises and storing belongings left behind;
- f) early termination fees;
- g) other amounts due under the Agreement, Terms and Conditions or applicable law;
- h) lost profits in connection with any inability to continue using the Premises.

6.4. Olivia Rent shall be entitled to satisfy due and payable amounts from the Security Deposit also during the term of the Agreement, without the need to obtain separate consent from the User.

6.5. If all or part of the Security Deposit is used, the User shall replenish it to the amount specified in the Agreement or Offer within 7 days of service of a demand in documentary form.

6.6. Failure to replenish the Security Deposit within the period referred to in clause 6.5 constitutes a material breach of the Agreement and may constitute grounds for termination of the Agreement by Olivia Rent with immediate effect, in accordance with the provisions of the Terms and Conditions.

6.7. To the extent that the Security Deposit does not cover amounts due to Olivia Rent, the User shall remain obliged to pay the outstanding portion.

6.8. The unused portion of the Security Deposit shall be refunded within 14 days from the date on which all of the following conditions have been met:

- a) termination of the Agreement;

- b) clearing and handover of the Premises in accordance with the Terms and Conditions;
- c) return of all means of access to the Premises and the Building;
- d) settlement of all amounts due under the Agreement.

6.9. If, within the period referred to in clause 6.8, it is not possible to determine the amount of all sums due to Olivia Rent, in particular due to the need to settle Utilities, determine repair costs, remedy damage or excessive soiling, Olivia Rent shall be entitled to withhold the refund of the appropriate portion of the Security Deposit until the final amount of such sums has been determined.

6.10. The Security Deposit shall be refunded by bank transfer to the bank account indicated by the User, unless the Parties agree another method of refund.

7. RULES FOR USE OF THE PREMISES

7.1. The User shall use the Premises in accordance with their intended purpose, the Agreement, the Terms and Conditions, the Rules for Use of the Premises and the Building Regulations and other provisions communicated by Olivia Rent.

7.2. The User shall maintain the Premises in proper condition and use their equipment in accordance with its intended purpose, taking into account normal wear and tear resulting from proper use.

7.3. The User shall be liable for the acts and omissions of Guests and other persons staying in the Premises with the User's consent as for their own acts and omissions.

7.4. The User shall ensure that Guests and other persons staying in the Premises comply with the provisions of the Terms and Conditions, the Rules for Use of the Premises and the Building Regulations.

7.5. The User shall immediately inform Olivia Rent of:

- a) any failure or damage to the Premises;
- b) damage to or loss of equipment of the Premises;
- c) circumstances that may cause damage to the Premises or Building.

7.6. Without the prior consent of Olivia Rent, the User shall not be entitled to:

- a) make the Premises or any part thereof available for use by third parties, in particular via booking platforms;
- b) make alterations to the Premises or their equipment;

- c) carry out repairs independently, except in urgent cases where this is necessary to prevent damage.

7.7. The User shall use the Premises and the Building in a manner ensuring the safety of persons and property and in accordance with applicable law, in particular fire safety regulations, as well as the provisions of the Building Regulations.

7.8. It is prohibited to undertake activities that may compromise the safety of the Building or its users, in particular by interfering with devices, installations or safety systems located in the Premises or Building or using them contrary to their intended purpose.

7.9. Animals may stay in the Premises only where the possibility of accommodating animals has been expressly provided for in the Offer or Olivia Rent has given prior consent thereto in documentary form.

8. RIGHTS OF OLIVIA RENT

8.1. Entry to the Premises

8.1.1. Olivia Rent shall be entitled to enter the Premises without the User's consent only in the event of:

- a) a failure or risk of damage occurring;
- b) a threat to the life or health of persons;
- c) the need to perform obligations arising from law;
- d) a justified suspicion of a breach of the Terms and Conditions where delay could cause damage or pose a threat to persons or property.

8.1.2. If circumstances permit, Olivia Rent shall inform the User of the planned entry to the Premises.

8.2. Inspection of the Premises

8.2.1. In the case of a Long-Term Stay Agreement, Olivia Rent may, after agreeing the date with the User in advance, inspect the condition of the Premises and their equipment.

8.3. Transfer to other Premises

8.3.1. Olivia Rent may provide the User with other Premises of a standard not lower than that resulting from the Agreement if use of the Premises covered by the Agreement becomes impossible or significantly impeded, in particular due to a failure, damage to the Premises, the need to carry out technical or renovation works or other circumstances affecting the possibility of using the Premises in accordance with the Agreement. Such a change shall not entitle the User to claim compensation.

8.4. Restriction of availability of Services

8.4.1. Olivia Rent shall be entitled to temporarily restrict the possibility of using all or part of the Building or the Services provided if justified by organisational, technical, operational, safety or other justified circumstances, without entitlement to compensation.

9. END OF STAY AND HANDOVER OF THE PREMISES

9.1. On the date of termination of the Agreement, the User loses the right to use the Premises and also – if made available to the User – a parking space in the garage and a storage unit, and shall clear and hand them over to Olivia Rent no later than by the end of the Hotel Day applicable on that day.

9.2. Upon termination of the Agreement, the User's entitlement to use access cards, codes and other means enabling entry to the Premises or use of the Services expires.

9.3. If, after termination of the Agreement, the User does not clear the Premises, Olivia Rent shall remove the belongings left in the Premises and secure them in a place designated for their storage. The cost of storing and releasing the belongings left behind shall be borne by the User.

9.4. Belongings left in the Premises shall be stored at the User's cost and risk. The User shall reimburse the costs of their removal, transport, storage and release.

9.5. Olivia Rent shall immediately notify the User that belongings have been left behind, indicate the place where they are stored and set a deadline for their collection.

9.6. If the User does not collect the belongings within the specified period, Olivia Rent shall continue to store them for a period of 6 months from the date of effective service of the notice informing the User of the possibility of collecting them.

9.7. After ineffective expiry of the period referred to in clause 9.6, ownership of the belongings left behind shall pass to Olivia Rent, except for items which, due to their nature or applicable law, cannot become its property.

9.8. Identity documents, official documents, means of payment, weapons, ammunition, hazardous materials and other items for which the law provides a special procedure shall be immediately handed over to the competent authorities or entities authorised to receive them.

9.9. Olivia Rent may prepare a report and photographic documentation of the clearing of the Premises and securing of the belongings.

10. LIABILITY

10.1. Liability of the User

10.1.1. The User shall be liable for any damage occurring in the Premises, the Building or their equipment during the term of the Agreement, unless the User demonstrates that the damage arose for reasons for which the User is not liable.

10.1.2. The User shall be liable for the acts and omissions of Guests and other persons to whom the User has granted access to the Premises or Building as for their own acts and omissions.

10.2. Liability of Olivia Rent

10.2.1. Olivia Rent shall be liable in accordance with applicable law.

10.2.2. Olivia Rent shall not be liable for non-performance or improper performance of the Agreement where this results from force majeure.

10.2.3. Unless mandatory provisions of law provide otherwise, Olivia Rent shall not be liable for the loss of, damage to or destruction of vehicles left on the premises of the Building or for items left in such vehicles.

10.2.4. Olivia Rent shall not be liable for interruptions in the supply of utilities or telecommunications services caused by the providers of such services or other circumstances beyond Olivia Rent's control.

11. PROTECTION OF MINORS

11.1. Olivia Rent applies the Standards for the Protection of Minors developed in accordance with applicable law (hereinafter: the "Standards for the Protection of Minors").

11.2. The Standards for the Protection of Minors constitute a set of rules and procedures aimed at ensuring the safety of minors staying in the Building and using the Services provided by Olivia Rent.

11.3. The Standards for the Protection of Minors are available for inspection in the Building and on the Olivia Rent Website.

11.4. Users and Guests shall cooperate with Olivia Rent in the performance of obligations arising from regulations concerning the protection of minors, in particular by providing information and presenting documents necessary for Olivia Rent to perform obligations prescribed by law.

11.5. Olivia Rent shall be entitled to take measures aimed at verifying the relationship between a minor and the adult caring for the minor if such an obligation arises from law or the Standards for the Protection of Minors.

11.6. If there are reasonable grounds to suspect that the welfare of a minor is at risk or that the minor may have been harmed, Olivia Rent shall take measures provided for by applicable law and the Standards for the Protection of Minors, including notifying the competent authorities or services.

11.7. Refusal by the User or Guest to cooperate with measures taken by Olivia Rent pursuant to regulations concerning the protection of minors or the Standards for the Protection of Minors, where this prevents Olivia Rent from performing its obligations, may constitute grounds for refusal to hand over the Premises, refusal to provide Services or termination of the Agreement in accordance with the Terms and Conditions.

12. COMPLAINTS

12.1. The User has the right to submit a complaint if irregularities are identified in relation to the Services provided, in particular where they do not comply with the terms of the Reservation, the Agreement or these Terms and Conditions.

12.2. A complaint may be submitted in writing to the address of Olivia Rent or electronically to the email address: repcja@oliviapulse.pl

12.3. The complaint should include, in particular, the User's details, Reservation number, a description of the irregularity concerned and – where possible – the date on which it occurred and the requested manner of resolving the matter.

12.4. Complaints shall be considered without undue delay. Where the User is a consumer or an entrepreneur with consumer rights, Olivia Rent shall respond to the complaint within 14 days of receipt thereof, unless the law provides for another time limit. The response to the complaint shall be provided in the same form in which the complaint was submitted.

12.5. If the complaint concerns an irregularity that can be remedied during the stay, the User should, where possible, report it immediately after identifying it so that Olivia Rent has the opportunity to take appropriate action during the stay.

12.6. If a complaint is accepted, Olivia Rent shall take appropriate measures aimed at remedying the identified irregularities, in particular by remedying them, providing an appropriate substitute service or – where justified by the circumstances – making an appropriate refund or reduction of amounts due.

12.7. The provisions of this section do not exclude or limit the rights of a User who is a consumer or an entrepreneur with consumer rights arising from mandatory provisions of law. A User who is a consumer may also use out-of-court methods of

resolving consumer disputes, including assistance from the competent municipal or district consumer ombudsman.

13. FINAL PROVISIONS

13.1. The User shall not be entitled to transfer to a third party any rights or obligations arising from the Agreement or to assign claims held against Olivia Rent without the prior written consent of Olivia Rent under pain of nullity.

13.2. The User shall not be entitled to set off its claims against claims of Olivia Rent or withhold payments due to Olivia Rent, unless such an obligation arises from mandatory provisions of law.

13.3. Matters not regulated by the Agreement and the Terms and Conditions shall be governed by Polish law, in particular the provisions of the Civil Code.

13.4. If any provision of the Terms and Conditions proves invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness or enforceability of the remaining provisions of the Terms and Conditions.

13.5. Olivia Rent shall be entitled to amend the Terms and Conditions for valid reasons, in particular in the event of a change in law, a change in the manner of providing the Services, an extension or change in the scope of Services provided, organisational or technical changes concerning the Building, or the need to adapt the Terms and Conditions to court judgments or decisions of administrative authorities. An amendment to the Terms and Conditions shall not prejudice acquired rights of Users arising from Agreements concluded before the date on which the amended Terms and Conditions enter into force, unless applicable law provides otherwise.

13.6. A User who is a consumer shall not have the right to withdraw from the Agreement under the rules specified in consumer rights legislation, in accordance with Article 38(12) of the Act of 30 May 2014 on Consumer Rights.

14. AMENDMENTS TO THE TERMS AND CONDITIONS

14.1. Olivia Rent may amend the Terms and Conditions in the event of a change in law, a change in the manner of providing the Services, introduction of new Services or a change in the scope of existing Services, as well as in order to clarify or organise the provisions of the Terms and Conditions.

14.2. An amendment to the Terms and Conditions shall not affect rights and obligations arising from Reservations or Agreements concluded before the amended Terms and Conditions enter into force, unless applicable law provides otherwise.

14.3. Olivia Rent shall inform of an amendment to the Terms and Conditions by making the current wording thereof available on the Website. In the case of persons remaining in an ongoing contractual relationship, Olivia Rent shall also inform them of the amendment in a manner enabling them to familiarise themselves with its wording.

14.4. The amended Terms and Conditions shall enter into force on the date indicated by Olivia Rent, but not earlier than 14 days after notification of the amendment, subject to amendments resulting from changes in law.

14.5. The current wording of the Terms and Conditions is available on the Olivia Rent Website.

15. INFORMATION ON THE PROCESSING OF PERSONAL DATA

15.1. Olivia Rent is the controller of the personal data of Users and Guests. The entities indicated in clauses 15.5.b) and 15.10. are separate controllers of the personal data of Users and Guests (hereinafter: Separate Controllers).

15.2. In all matters concerning the processing of personal data (excluding matters specified in the second sentence of this clause), the User and Guest may contact Olivia Rent using the following contact details: Olivia Rent Sp. z o.o., ul. Batorego 16/1A, 80-251 Gdańsk, email address: iod@oliviapulse.pl. In matters concerning the processing of personal data by Separate Controllers, the User and Guest should contact the Separate Controllers using the contact details made available by the Separate Controllers.

15.3. Scope of personal data processed.

15.3.1. Olivia Rent may process the following personal data of the User (depending on the particular case): image, first name, surname, business name, REGON and Tax Identification Number of the User, email address, residential address, address for service, PESEL number, series and number of identity document, telephone number, payment data (bank account number, card details, other payment data) and other data made available to Olivia Rent.

15.3.2. Olivia Rent may process the following personal data of Guests (depending on the particular case): image, first name, surname, email address, residential

address, address for service, PESEL number, series and number of identity document, telephone number and other data made available to Olivia Rent.

15.4. Purposes and legal bases for processing personal data.

15.4.1. Olivia Rent may process the User's personal data for the following purposes:

- a) conclusion and performance of the Agreement, including exercise of the rights and performance of the obligations specified in the Agreement and making necessary settlements of amounts due under the Agreement, pursuant to Article 6(1)(b) of the Regulation,
- b) fulfilment of legal obligations incumbent on Olivia Rent, in particular in the field of maintaining and archiving accounting and tax documentation or complying with a request of an authorised authority concerning the User's personal data arising from law, pursuant to Article 6(1)(c) of the Regulation and the relevant provisions concerning such obligations,
- c) establishment, securing and pursuit of claims by Olivia Rent or defence against claims made against Olivia Rent, on the basis of Olivia Rent's legitimate interest consisting in the possibility of establishing, securing and pursuing claims and defending against claims, pursuant to Article 6(1)(f) of the Regulation,
- d) conducting correspondence, pursuant to Article 6(1)(b) of the Regulation (taking steps aimed at concluding the Agreement or conducting correspondence related to performance of the Agreement), Article 6(1)(c) of the Regulation and relevant provisions (where correspondence constitutes fulfilment of a legal obligation of Olivia Rent), Olivia Rent's legitimate interest consisting in the possibility of responding to correspondence, pursuant to Article 6(1)(f) of the Regulation, or Article 6(1)(a) of the Regulation (where correspondence is sent on the basis of consent given to its transmission),
- e) analytical and statistical purposes and examining the level of satisfaction with services provided by Olivia Rent, on the basis of Olivia Rent's legitimate interest consisting in the possibility of conducting customer satisfaction surveys, analyses, statistical and analytical measurements, in particular for the purpose of improving or enhancing services provided by Olivia Rent, pursuant to Article 6(1)(f) of the Regulation,
- f) marketing Olivia Rent's own products or services or those of its business partners, on the basis of the legitimate interest of Olivia Rent and the aforementioned partners consisting in the possibility of offering products or services related to the subject matter of the Agreement, pursuant to Article 6(1)(f) of the Regulation,
- g) marketing Olivia Rent's own products or services or those of its business partners to the extent not covered by the preceding point, where the User has consented thereto, pursuant to Article 6(1)(a) of the Regulation,
- h) ensuring the safety of persons and protection of Olivia Rent's property located in the Premises, Building and the area appurtenant to the Building, pursuant to

Article 6(1)(f) of the Regulation, in connection with pursuit of Olivia Rent's legitimate interest consisting in ensuring the safety of persons and protection of Olivia Rent's property, in particular through video surveillance.

15.4.2. Olivia Rent may process Guests' personal data for the following purposes:

- a) conclusion and performance of the Agreement concluded between the User and Olivia Rent, including exercise of the rights and performance of the obligations specified in the Agreement and making necessary settlements of amounts due under the Agreement, pursuant to Article 6(1)(f) of the Regulation, in connection with pursuit of Olivia Rent's legitimate interest consisting in the possibility of concluding and performing the Agreement with the User,
- b) fulfilment of legal obligations incumbent on Olivia Rent, in particular in the field of maintaining and archiving accounting and tax documentation or complying with a request of an authorised authority concerning the Guest's personal data arising from law, pursuant to Article 6(1)(c) of the Regulation and the relevant provisions concerning such obligations,
- c) establishment, securing and pursuit of claims by Olivia Rent or defence against claims made against Olivia Rent, on the basis of Olivia Rent's legitimate interest consisting in the possibility of establishing, securing and pursuing claims and defending against claims, pursuant to Article 6(1)(f) of the Regulation,
- d) conducting correspondence, pursuant to Article 6(1)(c) of the Regulation and relevant provisions (where correspondence constitutes fulfilment of a legal obligation of Olivia Rent), Olivia Rent's legitimate interest consisting in the possibility of responding to correspondence, pursuant to Article 6(1)(f) of the Regulation, or Article 6(1)(a) of the Regulation (where correspondence is sent on the basis of consent given to its transmission),
- e) analytical and statistical purposes and examining the level of satisfaction with services provided by Olivia Rent, on the basis of Olivia Rent's legitimate interest consisting in the possibility of conducting customer satisfaction surveys, analyses, statistical and analytical measurements, in particular for the purpose of improving or enhancing services provided by Olivia Rent, pursuant to Article 6(1)(f) of the Regulation,
- f) marketing Olivia Rent's own products or services or those of its business partners, on the basis of the legitimate interest of Olivia Rent and the aforementioned partners consisting in the possibility of offering products or services related to the subject matter of the Agreement, pursuant to Article 6(1)(f) of the Regulation,
- g) marketing Olivia Rent's own products or services or those of its business partners to the extent not covered by the preceding point, where the Guest has consented thereto, pursuant to Article 6(1)(a) of the Regulation,
- h) ensuring the safety of persons and protection of Olivia Rent's property located in the Premises, Building and the area appurtenant to the Building, pursuant to Article 6(1)(f) of the Regulation, in connection with pursuit of Olivia Rent's

legitimate interest consisting in ensuring the safety of persons and protection of Olivia Rent's property, in particular through video surveillance.

15.5. Personal data of the User and Guests may be disclosed by Olivia Rent:

- a) to entities processing personal data on behalf of Olivia Rent, including entities used by Olivia Rent or entrusted by Olivia Rent with carrying out activities within the scope of its business, entities providing Olivia Rent with tax, accounting, legal, technical, security of persons or property, or IT services,
- b) to entities processing personal data on their own behalf (other personal data controllers), including entities providing courier, postal, banking, insurance and payment services, authorised entities or authorities to which Olivia Rent is obliged or entitled to disclose personal data pursuant to laws applicable in the territory of the Republic of Poland.

15.6. Olivia Rent allows for the possibility of cooperating with partners having their registered offices in countries outside the European Economic Area (EEA). Olivia Rent shall transfer personal data outside the EEA only where necessary and while ensuring a high level of protection of such data, in particular through the use of standard contractual clauses adopted by the European Commission concerning transfers of personal data to entities having their registered offices outside the EEA.

15.7. The period of processing personal data by Olivia Rent depends on the legal basis and purpose of processing. In view of the above, personal data of the User and Guest may be processed for the following period:

- a) where personal data are processed for the purpose of conclusion and performance of the Agreement – for the duration of the Agreement and settlement of amounts due in connection with the Agreement, and after its termination for the period specified in clauses 15.7.b) and 15.7.c) below,
- b) where personal data are processed for the purpose of fulfilling legal obligations incumbent on Olivia Rent – for the period necessary to fulfil the obligation and the period during which Olivia Rent may bear legal consequences of failure to fulfil that obligation,
- c) where personal data are processed for the purpose specified in clauses 15.4.1.c) and 15.4.2.c) – for the period necessary to establish, secure and pursue claims by Olivia Rent or defend against claims made against Olivia Rent, taking into account limitation periods specified in applicable law,
- d) where the basis for processing personal data is Olivia Rent's legitimate interest – no later than until an effective objection to the processing of personal data is raised, subject to other provisions of clause 15.7,

- e) where the basis for processing personal data is consent to their processing – no later than until such consent is withdrawn, subject to other provisions of clause 15.7,
- f) in the case of an image recorded as a result of video surveillance – depending on the technical measures available to Olivia Rent – from thirty days to three months calculated from each recording of the image, subject to other provisions of clause 15.7.

In the case of personal data processed for different purposes or on different legal bases for processing, for which different processing periods apply, the total processing period shall not be longer than the processing period that expires latest.

15.8. In connection with the processing of personal data by Olivia Rent, the User and Guest shall have, on the terms specified in the Regulation:

- a) the right of access to personal data,
- b) the right to rectify personal data,
- c) the right to erase personal data,
- d) the right to restrict processing of personal data,
- e) the right to transfer personal data to another controller,
- f) the right to object to the processing of personal data, including profiling,
- g) the right to withdraw consent, where Olivia Rent processes personal data on the basis of consent, at any time, without affecting the lawfulness of processing based on consent before its withdrawal,
- h) the right to lodge a complaint with the President of the Personal Data Protection Office where the User or Guest considers that processing of data infringes the provisions of the Regulation.

15.9. During the processing of the User's or Guest's personal data, no solely automated decision-making within the meaning of Article 22 of the Regulation takes place. This means that the User and Guest are not subject to decisions based solely on automated processing which could produce legal effects concerning the User or Guest or similarly significantly affect their situation.

15.10. During the processing of the User's or Guest's personal data, no profiling within the meaning of Article 22 of the Regulation takes place.

15.11. The source of personal data obtained by Olivia Rent otherwise than from the User or Guest may be a representative of the User or Guest, a Separate Controller specified in clause 15.5.b), an online booking service used by the User, or an entity carrying out certain activities with Olivia Rent at the instruction of the User or Guest.

15.12. Provision of personal data is necessary for conclusion and performance of the Agreement and for responding to correspondence. The consequence of failure to provide personal data is the inability to conclude and perform the Agreement and respond to correspondence.

15.13. Additional information concerning the processing of personal data is available in the privacy policy available on the Olivia Rent Website.

16. ADDITIONAL PROVISIONS CONCERNING RESERVATIONS MADE VIA THE OLIVIA RENT WEBSITE

16.1. The technical condition for making a reservation via the Olivia Rent Website is having access to the Internet, an email account and any web browser in its currently applicable version.

16.2. The User bears sole responsibility for the proper operation of their Internet connection and web browser, as well as for the correctness and availability of their email address. Olivia Rent shall not be liable for inability to deliver confirmation of the Reservation or conduct other correspondence with the User concerning the Reservation as a result of reasons attributable to the User, in particular as a result of the User not having access to the Internet, access to their email address or the User providing an incorrect email address.

16.3. Olivia Rent shall have the right to interruptions or impediments in the availability of the Olivia Rent Website where necessary for the repair, replacement, expansion, modernisation or maintenance of Olivia Rent's hardware and software platform.

16.4. Olivia Rent shall not be liable for interruptions or impediments in the availability of the Olivia Rent Website caused by force majeure, acts or omissions of third parties and other reasons not attributable to Olivia Rent.

16.5. Olivia Rent shall not be liable for damage caused by acts or omissions of the User, including improper use by the User of the Olivia Rent Website and provision by the User of false or incomplete personal data, as well as for problems related to the individual settings of the User's devices (including computer or mobile phone) and the manner in which they are configured.

16.6. The exclusions or limitations of liability provided for in clauses 16.4. and 16.5. shall not apply in cases where, due to the content of mandatory provisions of law, liability cannot be excluded or limited.