

General Conditions

1. These Terms define the conditions of performance by SH GGH Management 8 Sp. z o.o. Sp. k. (“**Administrator**”) services by electronic means (“**Services**”) on the Livinn Poland website at www.livinnpoland.pl (“**Website**”) and the principles of processing and protection of personal data of Users who are natural persons (“**User**”).
2. A contract for the provision of Services will be deemed to be concluded at the moment of any action taken by the User on the Website (e.g. viewing information and materials posted on the Website). The contract shall be terminated as a result of discontinuation of use of the Website.
3. Placement of illegal content on the Website and other unlawful use of the Services by the User contrary to the Terms and/or good practices, as well as commercial publications and/or those publications that may interfere with legitimate interests of the Administrator are prohibited.

Conditions for the provision of services by electronic means

1. All information contained on the Website is a general commercial information, aimed at introducing the User to the activities of Livinn Poland and the Administrator’s portfolio.
2. The Website provides the User with the following functionalities:
 - a. subscribing to the newsletter (providing your e-mail address and first name, giving your consent to receive commercial information);
 - b. see the investments of Livinn Bogota.
3. All Services are available free of charge.
4. In order to use the Website properly and fully, Users should (i) have a device which provides the access to the Internet and enables the use of browsers of the following types: Internet Explorer, Google Chrome, Mozilla Firefox, Opera, Safari; screen resolution - minimum 1024x768 pixels; (ii) have an e-mail account if they wish to receive commercial information from the Administrator.
5. The use of certain functions of the Website may depend on the installation of Java, Java Script and the acceptance of cookies, the Administrator informs about on the Website.

Complaint procedure

1. The Client may submit complaints concerning the operation of the Website and Services by sending registered letter to the address of SH GGH Management 8 Sp. z o.o. Sp. k. with its registered seat in Warsaw (00-113) at Emilii Plater 53 or by e-mail to info@livinnpoland.pl.
2. All questions, opinions and conclusions concerning the functioning of the Website can be submitted using the way described above.



Processing of personal data

1. The administrator of personal data processed within the operation of the Website ("**Data**") is SH GGH Management 8 Sp. z o.o. Sp. k. with its registered seat in Warsaw (00-113) at Emilii Plater 53.
2. The Administrator processes the Data to the extent necessary to administer the Website, send commercial information to those Users that ordered such Service and to consider complaints.
3. The following Data of Users may be processed: name, e-mail address.
4. Data of Users, who consented to obtain marketing content by e-mail, will be deleted or anonymised when the subscription is cancelled or if their subscription is not cancelled - after the lapse of 5 years. The Administrator informs that the expiry of the above period does not deprive the User of the right to lodge a complaint or to lodge a claim in another mode. In such a case, however, the User submitting the complaint shall be obliged to prove on its own all the circumstances on which it bases its claims.
5. Data of Users may be processed longer than it results from the preceding points, if it is necessary to consider the complaint or other form of claims made by the Client, as well as for the purpose of possible court or administrative proceedings.
6. Data shall be protected by technical and organisational measures to ensure an adequate level of protection, in accordance with the applicable law.
7. The Administrator does not collect Data from third parties or from commonly available sources and it processes only the Data provided by the User.
8. For the purposes of administering the Website, the access to Data may be granted to an external IT company.
9. The basis for the processing Users' Data are the performance of obligations resulting from the agreement concluded with the User for the provision of services by electronic means (Article 6(1) (b) of the GDPR) and the Administrator's legitimate interest in sending commercial information regarding the development of Livinn Poland to interested parties (Article 6(1)(f) of the GDPR).
10. The User shall have the right to:
 - a. obtain information on the processing of Data, including the categories of Data processed and the possible recipients of Data;
 - b. require incorrect Data to be rectified or to supplement incomplete Data,
 - c. demand deletion or restriction of Data processing - provided that the legal requirements for such a request are fulfilled,
 - d. Data portability - by receiving Data from the Administrator in a format enabling its transfer to a selected third party,
 - e. fill a complaint to the supervisory authority: Prezes Urzędu Ochrony Danych Osobowych, ul. Stawki 2, 00 - 193 Warszawa - if it is found that the Data are processed unlawfully.
11. Any requests, questions or demands related to the processing of Data should be addressed to the following address: info@livinnpoland.pl.

Protection of intellectual property rights

1. All rights, including copyrights and industrial property rights to the Website content, to its individual text and graphic elements, photographs, audiovisual materials, applications, programs, tools and databases, trademarks and logotypes are reserved for the Administrator or the entities indicated by the Administrator as cooperating with the Administrator.
2. The use of the Website does not result for the User in an acquirement of any intellectual property rights to the works, databases, programs, tools and trademarks as well as logotypes contained therein. The User can use the Website within the scope of personal fair use determined by the law and under the conditions of these Terms. Beside that, a reproduction and a distribution of materials placed on the Website in any form and in any way without the written consent of the Administrator is prohibited.

Final provisions

1. These Terms of Use shall take the effect on 19th June 2018.
2. The Administrator shall be entitled to change the Regulations in the event of adding new functionalities to the Website, introducing a new version of the Website or in the event of changing the applicable law. Changes will take place to the extent appropriate.
3. Users shall be informed about the change of these Terms not later than 14 days before the date of its introduction by placing a new version of Terms on the Website.

