

MARINA YACHT PARK REGULATIONS

Effective from February 1, 2025

General Provisions

§1.

1. These Regulations define the rules and conditions for using the Marina Yacht Park in Gdynia.
2. The Regulations apply to all persons intending to use or using the Marina Yacht Park in Gdynia, including those present on its premises.

§2.

Definitions used in the Regulations:

1. **Marina Yacht Park** – the area of the Gdynia Seaport in the President's Basin, located between the President, Kutrowy, and Pier I quays, with the Bosmanat building situated on Pier I.
2. **Marina Operator** – "Dalmor Property Management" Sp. z o.o., headquartered in Gdynia, at 10 Hryniewickiego Street, 81-340 Gdynia, registered in the National Court Register under the number KRS 0000562787, NIP 586-22-98-023, with a fully paid-up share capital of 500,000 PLN.
3. **Marina Staff** – Manager, Bosman, and employees under their supervision employed by the Marina Operator.
4. **Floating Unit** – floating devices permitted for maritime navigation in the waters of the Republic of Poland under applicable regulations.
5. **Crew Members** – persons present on a Floating Unit.
6. **Bosmanat** – the building housing offices and sanitary facilities of the Marina Yacht Park.
7. **User** – a person present in the Marina Yacht Park or using it for any purpose.
8. **Lessee** – a natural person, legal entity, or organizational unit without legal personality using the infrastructure of the Marina Yacht Park under a Berthing Agreement, particularly mooring a Floating Unit of which they are the owner or possessor, including the shipowner.
9. **Berthing Declaration – Reservation**: an informational document in the form of a form signed only by the future Lessee, in which the future Lessee declares the intention to berth a Floating Unit in the Marina Yacht Park, containing information about the Floating Unit, the duration of its stay, and other necessary data for concluding a Berthing Agreement.
10. **Berthing Agreement** – an agreement for the berthing of a Floating Unit concluded between the Lessee and the Marina Operator under the terms specified in these Regulations and the Marina Yacht Park Price List, along with a document confirming it.
11. **Marina Yacht Park Price List** – the applicable rates for the stay of a Floating Unit in the Marina Yacht Park and for services provided therein, as well as other related conditions of stay.
12. **Regulations** – these Marina Yacht Park Regulations.

§3.

1. The Marina Operator has the legal right to manage the Marina Yacht Park area.
2. The Marina Yacht Park is equipped with access to electricity and water supply points, as well as sanitary infrastructure, including showers, toilets, a laundry facility, and a sewage disposal point.

§4.

1. Upon the conclusion of the Berthing Agreement between the Lessee and the Marina Operator and the Lessee's payment, an agreement for the berthing of the Floating Unit is established under the terms set out in the Agreement, the Regulations, and the Marina Yacht Park Price List. The Lessee undertakes to use the berthing space under the conditions arising from the Berthing Agreement and these Regulations.
2. By signing the Berthing Agreement, the Lessee confirms that the berthing space is in a condition suitable for their intended use.

Rules for Berthing at Marina Yacht Park

§5.

1. The Marina Yacht Park accommodates Floating Units with a draft of up to 7.5 m.
2. Entering the Marina Yacht Park by a Floating Unit or stepping onto its premises constitutes acceptance of these Regulations and the Marina Yacht Park Price List.
3. Crew Members of Floating Units using the Marina Yacht Park must inform the Marina Staff of their intention to enter or leave by using VHF radio (channel 12) or calling +48 78 555 7777 and follow the instructions of the Marina Staff.
4. The berthing space in the Marina Yacht Park is designated by the Marina Staff. Crew Members of Floating Units must comply with the assigned berthing space.
5. A Floating Unit must not obstruct the berthing of other Floating Units or occupy more berthing space than paid for.
6. Assigned berthing spaces are not permanent. Upon the instruction of the Marina Staff, Crew Members may be required to relocate the Floating Unit to another designated berthing space. If Crew Members cannot be contacted or fail to comply, the Marina Staff may relocate the Floating Unit at their discretion.
7. If a Floating Unit is absent from its assigned berth during the Lessee's paid berthing period, the Marina Operator has the right to allocate the berth to other Floating Units.
8. The Marina Staff has the right to refuse a Floating Unit entry into the Marina Yacht Park.
9. The Lessee must inform the Marina Staff if Crew Members leave the Floating Unit for more than 24 hours and leave a duplicate key at the Bosmanat office, which may be used by the Bosman in emergencies. Failure to comply results in liability for the Lessee without recourse against the Marina Operator.
10. Crew Members of Floating Units arriving from outside the Schengen zone must comply with applicable regulations and remain in the Marina Yacht Park until cleared by the Border Guard and Customs Service.
11. Jet skis may only be moored on floating platforms (docks) in designated areas within the Marina Yacht Park. Unauthorized installation of floating platforms without written Marina Staff approval is prohibited.

and will result in their removal at the Lessee's or User's expense, including a 200% surcharge, without prejudice to further claims.

Berthing Declaration - Reservation

§6.

1. Concluding a Berthing Agreement requires the prior submission of a Berthing Declaration - Reservation by the future Lessee, in the format established by the Marina Operator. The Berthing Agreement is subsequently drafted and concluded based on this declaration.
2. If the Lessee wishes to continue the berthing of the Floating Unit after the expiration of the existing Berthing Agreement without interruption and expresses the intent to conclude a new Berthing Agreement, a new Berthing Declaration - Reservation is not required, provided that the details in the previously submitted declaration remain unchanged.

Berthing Agreement

§7.

1. The berthing of a floating unit requires the conclusion of a Berthing Agreement (one of the types described in section 2) and the full payment of the berthing fee in accordance with the Marina Yacht Park Price List and Regulations. Additionally, upon request, the Marina Operator may require the submission of the floating unit's registration documents.
2. The Berthing Agreement may be concluded as:
 - a) Transit Berthing Agreement, which is concluded for a period of up to 30 consecutive days, falling within the summer or winter season;
 - b) Resident Berthing Agreement, which is concluded for a period exceeding 30 consecutive days, falling within the summer or winter season;
 - c) Indefinite-Term Berthing Agreement.
3. The summer season in a given calendar year runs from May 1 to October 31. The winter season runs from November 1 of a given calendar year to April 30 of the following calendar year.
4. A tenant who fails to pay for berthing (including prepayment or an additional fee for an extended stay) or refuses or fails to sign the Berthing Agreement is required to immediately vacate the Marina Yacht Park with their floating unit. The tenant may return to the Marina Yacht Park only after settling any outstanding payments and complying with the Regulations.
5. By signing the Berthing Agreement, the tenant confirms that they have read and understood the Marina Yacht Park Regulations and Price List.

Berthing Period

§8.

1. The Berthing Agreement is concluded for a fixed term as specified in the agreement or for an indefinite term.
2. The Marina Operator reserves the right to immediately terminate the Berthing Agreement if the tenant has overdue payments, uses the berth in a manner inconsistent with the Regulations, or otherwise violates the Regulations.
3. The Marina Operator may terminate the Berthing Agreement with 14 days' notice in the event of:
 - The need to carry out repairs at the Marina Yacht Park, where failure to do so would result in non-compliance with the law, pose a threat to users' health or safety, or jeopardize the functioning of the Marina Yacht Park in whole or in part.
 - The need to remove a failure that prevents the use of the berth specified in the Berthing Agreement or assigned according to §5 section 6 of the Regulations, and if the Marina Operator is unable to provide the tenant with another berth within the Marina Yacht Park. In such cases, the Marina Operator will settle the berthing fee based on the actual berthing period, proportionally to the fee and duration.
4. If the berthing period of a floating unit is extended, the tenant must first arrange a berth with the Marina Staff, sign a Berthing Agreement, and pay the applicable berthing fee in accordance with the Regulations. Any outstanding payments for the use of the Marina Yacht Park must also be settled.
5. Each party to an Indefinite-Term Berthing Agreement may terminate the agreement with 30 days' notice. However, if the termination date falls after the current summer or winter season, the agreement will be terminated at the end of that season. If the Marina Operator terminates the Indefinite-Term Berthing Agreement, the tenant will receive a refund within seven (7) days for the remaining period of the summer or winter season, proportional to the unused period. If the tenant terminates the agreement, no refund of the paid berthing fee for that season will be granted.

§9.

1. The tenant must remove their floating unit from the Marina Yacht Park immediately after the Berthing Agreement expires or is terminated.
2. Upon termination of the Berthing Agreement, the tenant must return the berth in its original, clean condition.
3. If the tenant fails to remove their floating unit, the Marina Operator has the right to remove the unit at the tenant's expense and risk, including handing it over to an appropriate entity for storage. The tenant will only receive the necessary documents to reclaim the floating unit after reimbursing the Marina Operator for the removal and storage costs, as well as settling any outstanding payments.

4. If a floating unit remains in the Marina Yacht Park without a valid legal basis, the tenant must pay a fee for unauthorized use of the berth at a rate of 200% (two hundred percent) of the standard daily rate specified in the Marina Yacht Park Price List.

Fees and Payments

§10.

1. The amount and payment terms for:
 - The berthing of a floating unit in the Marina Yacht Park (berthing fee),
 - Electricity consumption,
 - Drinking water,
 - Use of sanitary infrastructure (toilets, showers, laundry),
 - Use of the sewage disposal point,are regulated by the Marina Yacht Park Price List, which forms an integral part of the Regulations.
2. The fees listed in the Marina Yacht Park Price List include VAT at the rate applicable at the time the Price List was introduced. If the VAT rate changes during the berthing period, the new rates will apply to the tenant from the moment they become mandatory for the Marina Operator, without requiring an amendment to the Berthing Agreement. Necessary adjustments will be made for the period in which the new VAT rates apply.
3. The daily berthing period at the Marina Yacht Park is calculated from 2:00 PM on a given day to 2:00 PM the following day. The berthing fee for the declared berthing period must be paid in advance before the berth is allocated, in accordance with the Regulations.
4. Transit berthing of up to three (3) hours is free of charge, provided the tenant informs the Marina Staff in advance and the berth is assigned by the staff. Free berthing does not include access to electricity or water.
5. If a Berthing Agreement is concluded between January 1 and April 15 for a later period, the berthing fee must be paid in two installments: The first installment of 7,000.00 PLN (seven thousand PLN) must be paid within 14 days from the agreement date. The remaining balance must be paid within the deadline specified in the Berthing Agreement. If the first installment is not paid on time, the Berthing Agreement automatically terminates on the last day of the deadline without any further declarations from either party. If the tenant fails to pay the remaining amount, the first installment will be treated as a non-refundable reservation fee, and the agreement will terminate automatically at the end of the specified deadline without further notice.
6. For an Indefinite-Term Berthing Agreement, the tenant must pay the full berthing fee in advance for each season (summer or winter) as per the current Marina Yacht Park Price List before the start of each new season.
7. Payment of fees may be made in cash, by debit card, credit card, or online transfer (upon presentation of a transfer confirmation).
8. The Tenant authorizes the Marina Operator to issue VAT invoices without the recipient's signature. The Tenant declares that they consent to the issuance of VAT invoices, VAT invoice corrections, and their

duplicates by the Marina Operator in electronic form (PDF format) and their transmission to the Tenant via email to the address specified in the Berthing Agreement, in accordance with the provisions of the Act of March 11, 2004, on Goods and Services Tax (Journal of Laws of 2016, item 710, as amended). The Tenant declares that the appropriate address for sending VAT invoices, VAT invoice corrections, and their duplicates is the one provided in the Berthing Declaration. If formal or technical obstacles prevent the issuance and transmission of VAT invoices, VAT invoice corrections, and their duplicates in electronic form, they will be sent in paper form.

9. When making any payments arising from the Marina Yacht Park Price List, the Tenant undertakes to always provide the Berthing Agreement number or the invoice number to which the payment pertains.

§11.

1. In the event of changes to the Marina Yacht Park Regulations or fees resulting from amendments to the Marina Yacht Park Price List, the Marina Operator shall notify the Tenant in writing or via email of the new content of the Marina Yacht Park Regulations or the Marina Yacht Park Price List. The amended Marina Yacht Park Regulations or Price List shall be binding on the Tenant from the first day of the month following the month in which the Tenant received notification of the changes.

2. Upon receipt of the notification referred to in section 1, the Tenant may terminate the Berthing Agreement with one month's notice. The Tenant's termination statement must be submitted in writing or via email to the Marina Operator within 14 (fourteen) days of receiving the notification of the changes to the Regulations or the new fee amount. If no termination is made within the specified time frame, the provisions of section 1 shall apply.

Order Regulations

§12.

1. Obligations of Tenants, Crew Members, and other Users within the Marina Yacht Park:

- a. Floating units must navigate using an engine at a maximum speed of 3 (three) knots (kn);
- b. Maneuvering a floating unit is only allowed with the permission of Marina Staff;
- c. Proper mooring of the floating unit and maintaining safety and order on board;
- d. Using floating units in a manner that does not disrupt safety and order within the Marina Yacht Park;
- e. Keeping floating units and their mooring areas clean;
- f. Using the Marina Yacht Park infrastructure in accordance with its intended purpose;
- g. Disposing of sorted waste in designated areas;
- h. Not disturbing the peace of other Marina Yacht Park Users;
- i. Complying with generally applicable laws, including fire protection and environmental protection regulations.

2. Obligations of the Marina Operator:

- a. Providing designated berthing spaces;
- b. Issuing a code or Access Card granting entry to the Marina Yacht Park piers and access to its services in accordance with the Tenant's payment;
- c. Allowing Users of Marina Yacht Park to access electricity for a fee;
- d. Enabling paid use of showers and laundry facilities;
- e. Providing a designated waste disposal area;
- f. Providing a station for the paid disposal of sewage.

3. The following activities are prohibited within the Marina Yacht Park:

- a. Dragging anchors;
- b. Using loud sound signals without justification or in violation of navigation rules;
- c. Generating large waves;
- d. Using open flames;
- e. Conducting maintenance work on floating units that may pollute the environment or create hazardous conditions for other vessels;
- f. Refueling vessels;
- g. Storing flammable, explosive, hazardous materials, or any substances prohibited by law;
- h. Conducting repair work on floating units without written or email permission from the Marina Staff;
- i. Using Marina Yacht Park facilities and equipment contrary to their intended purpose;
- j. Consuming alcohol or similar substances;
- k. Swimming or diving;
- l. Fishing;
- m. Disposing of chemical containers recognized as harmful to the environment in undesignated bins;
- n. Dumping waste or discharging sewage into the water;
- o. Storing items on piers;
- p. Leaving garbage bags outside designated areas.

4. Tenants must dispose of hazardous or environmentally harmful waste (technical oils, gas, solvents, paints, flammable materials, disinfectants) at their own expense.

5. The Tenant is required to notify the Marina Staff of any damages or destruction occurring in the Marina Yacht Park infrastructure.

6. Quiet hours are in effect within the Marina Yacht Park from 10:00 PM to 6:00 AM.

7. The presence of animals within the Marina Yacht Park is permitted, provided it complies with applicable laws. Additionally, the Tenant or User must provide continuous care and supervision of the animal, including its well-being and behavior, and keep it on a leash outside the floating unit to maintain full control. The sole responsibility for any damage caused by animals lies with their owners, guardians, or other responsible parties.

§13.

If, during the berthing period of a floating unit, it becomes necessary to carry out repairs in the berth location that fall under the responsibility of the Marina Operator, the Tenant must immediately notify the Marina Operator. Failure to do so may result in liability for any damage caused by a delay in notification.

§14.

The Tenant may not conduct any business activities within the Marina Yacht Park or install any structures, devices, installations, advertisements, neon signs, banners, winders, advertising balloons, informational signs, satellite antennas, or use technical shafts for installations (e.g., cables) without the written or email consent of the Marina Operator.

§15.

1. The Tenant is liable for any damage caused within the Marina Yacht Park due to their fault, as well as the fault of any individuals acting on their behalf or under their instruction.
2. If the Tenant or another User violates the order regulations stipulated in §14 of the Regulations, they shall be required to pay the Marina Operator a contractual penalty of 1,000.00 (one thousand) PLN for each violation and for each commenced day of its duration. The Marina Operator reserves the right to claim compensation exceeding the stipulated penalty. Additionally, if a violation of §14 of the Regulations results in damage to Marina Yacht Park property, the Tenant shall be liable for the cost of repair.

Conducting Business Activities at Marina Yacht Park

§16.

1. Conducting any business activities within Marina Yacht Park, displaying advertisements, etc., requires prior written or email consent from the Marina Operator. Such consent shall specify the technical and financial conditions for conducting such activities, including the establishment of fees higher than those listed in the Marina Yacht Park Price List. This consent and related arrangements may, at the request of the Marina Operator, be included in a separate written agreement with the Tenant or another User.
2. If the Marina Operator grants permission for business activities, the Tenant or other User is required to comply fully with the Regulations unless the Operator's consent includes different or additional provisions not covered by the Regulations.
3. The Tenant, at their own expense and risk, is obliged to obtain all necessary permits, licenses, approvals, or make the required notifications before commencing business activities within Marina Yacht Park. The Tenant must also ensure that the Marina Yacht Park facilities are adapted to the intended use and their specific business activities as required by the Marina Operator.
4. The Tenant or other User must conduct their business in a manner that does not cause inconvenience to the surroundings and does not expose themselves or the Marina Operator to justified claims or complaints from third parties, particularly other Users of Marina Yacht Park. The Tenant or other User is solely

responsible for handling any justified complaints related to their business activities and bears all resulting consequences.

5. The Tenant or other User must maintain a liability insurance policy (OC) for their business activities within Marina Yacht Park and present the Marina Operator with proof of such insurance and payment of premiums on the day of being granted access to conduct business activities.
6. The Tenant or other User must ensure the continuity of the insurance policy mentioned in section 5 and provide proof of its validity and payment of premiums upon request by the Marina Operator.
7. The minimum insured sum under the insurance policy mentioned in section 5, both for a single incident and for all incidents covered under the policy, must not be less than 50,000.00 (fifty thousand) PLN.

Final Provisions

§17.

1. Floating units using Marina Yacht Park must have a valid third-party liability insurance (OC) and personal accident insurance (NNW) for their owners or operators. It is also recommended to insure floating units against theft.
2. The Tenant, crew members, and Users are solely responsible for the technical condition of their floating unit, its mooring, and its security under different weather conditions. Keeping watch on floating units is recommended.
3. All individuals present within Marina Yacht Park must comply with the Regulations and follow instructions from the Marina Staff. Failure to comply may result in the Marina Staff demanding the immediate cessation of violations, rectification of damages, removal of the floating unit from the Marina, and liability for damages to the Marina Operator.

§18.

The Tenant grants the Marina Operator permission to take photographs, videos, and other promotional materials featuring their floating unit and to use such materials free of charge for marketing purposes of Marina Yacht Park, the Marina Operator, and its affiliated companies within the Polski Holding Nieruchomości S.A. Capital Group in Warsaw.

§19.

If the Marina Operator agrees to the Tenant or another User conducting business activities in Marina Yacht Park, the terms of such lease and business activity, as well as any agreements between the Tenant or another User and the Marina Operator in this regard, shall constitute a trade secret. The Marina Operator and the Tenant or another User undertake to maintain confidentiality and not disclose trade secrets or any information obtained from the other party during negotiations regarding these terms and agreements to third parties, except as required by applicable law. In this regard, the terms and agreements are confidential and protected under legal provisions, particularly the Act on Combating Unfair Competition. The Tenant or another User and the Marina Operator undertake to maintain the confidentiality of these terms and agreements for the duration of the vessel's stay and

for a period of 2 years after its termination. They shall not disclose the content of these terms and agreements to third parties, except that the Marina Operator is exempt from this obligation concerning its legal and financial advisors, as well as entities directly or indirectly capital-related to the Marina Operator within the Capital Group of Polski Holding Nieruchomości S.A.

§20.

1. The Marina Operator and the Tenant or another User (hereinafter collectively referred to as the "Parties" and individually as the "Party") declare that in connection with the performance of the Berthing Agreement and the agreement referred to in §16 section 1 of the Regulations, as well as in any other form of using Marina Yacht Park, they will exercise due diligence and comply with all applicable anti-corruption laws, both directly and through controlled or affiliated business entities of the Parties.
2. Each Party further certifies that in connection with the performance of the Berthing Agreement and the agreement referred to in §16 section 1 of the Regulations, as well as in any other form of using Marina Yacht Park, they will adhere to all internal standards and regulations applicable to the Parties concerning ethical conduct, anti-corruption measures, lawful transaction, cost, and expense accounting, conflict of interest policies, the giving and receiving of gifts, as well as the anonymous reporting and resolution of irregularities, both directly and through controlled or affiliated business entities of the Parties.
3. The Parties assure that in connection with the conclusion and performance of the Berthing Agreement and the agreement referred to in §16 section 1 of the Regulations, as well as in any other form of using Marina Yacht Park, neither Party, nor any of their owners, shareholders, board members, directors, employees, subcontractors, nor any other person acting on their behalf, has made, proposed, or promised to make, nor has authorized, nor will make, propose, or promise to make, nor authorize any payment or other transfer constituting a financial or other benefit, nor any other advantage, directly or indirectly, to any of the following:
 - Any board member, director, employee, or agent of the Party or any of their controlled or affiliated business entities;
 - Any public official, member of a political party, party official, or candidate for public office;
 - Any agent or intermediary in exchange for payment to any of the above; or
 - Any other person or entity for the purpose of influencing their decisions, actions, or conduct in a way that could result in any unlawful advantage or for any other improper purpose if such an action violates or would violate anti-corruption laws.
4. The Parties are obliged to immediately inform each other of any violation of this paragraph. Upon written request from one Party, the other Party shall provide information and respond to reasonable inquiries concerning the performance of this Agreement in accordance with the provisions of this paragraph.
5. To properly fulfill the obligations mentioned above, each Party certifies that during the performance of the Berthing Agreement and the agreement referred to in §16 section 1 of the Regulations, as well as in any other form of using Marina Yacht Park, they will ensure that any person acting in good faith has the opportunity to report irregularities anonymously via the anonymous violation reporting system available on the website www.phnsa.pl under the "PHN Group - Compliance – Contact Us – Reporting Violations" section.

6. The Parties acknowledge that a breach of the anti-corruption clause by either of them entitles the other Party to terminate the Berthing Agreement and the agreement referred to in §16 section 1 of the Regulations without notice and prevents further use of Marina Yacht Park in any form.

§21.

1. Contact details of the Marina Operator for Marina Yacht Park operations:
 - Phone: +48 78 555 7777
 - Email: office@marinayachtpark.pl
2. Contact details of the Marina Operator:
 - Address: Gdynia, ul. Hryniewickiego 10
 - Phone: +48 58 627 62 00
 - Email: dalmor@dalmor.pl
3. Any agreements regarding the use of a berthing space between the Marina Operator and the Tenant shall only be valid if made in writing or via email (telephone, SMS, or other messaging apps do not constitute a valid form of agreement).
4. Matters not regulated by the Regulations shall be governed by applicable laws, including international regulations on marine pollution prevention – MARPOL 73/78 Convention, Helsinki Convention 74, the Administrative Orders of the Director of the Maritime Office in Gdynia, as well as regulations of the Gdynia Port Authority and Harbour Master's Office, port regulations, and other administrative regulations issued under Article 48 of the Act of March 21, 1991, on the Maritime Areas of the Republic of Poland and Maritime Administration.
5. All disputes concerning the berthing of vessels in Marina Yacht Park and its use by Tenants, Crew Members, and other Users shall be settled by the competent court for the Marina Operator.
6. Any amendments to the Berthing Agreement and the agreement referred to in §16 section 1 of the Regulations shall be made under penalty of nullity in accordance with the procedure for amending the Regulations described in §11 of the Regulations or in writing outside of this procedure.
7. Any correspondence (by courier or via Polish postal services) between the Tenant and the Marina Operator shall be sent to the addresses specified in the Berthing Agreement (Tenant) and in the Regulations (Marina Operator). The Tenant and the Marina Operator are obliged to notify each other of any address changes. A letter sent to the last known address shall be deemed delivered.

§22.

1. The administrator of the personal data of Tenants, Crew Members, Users, and all persons indicated by them is Dalmor Property Management Sp. z o.o. in Gdynia.
2. To exercise their rights, individuals should contact the data administrator at the following address: rodo@dalmor.pl.
3. The personal data of the individuals mentioned in section 1 will be processed for the purpose of executing the Berthing Agreement or the agreement referred to in §16 section 1 of the Regulations (based on Article 6(1)(b) of the General Data Protection Regulation 2016/679 – GDPR) and for any potential claims arising from it (Article 6(1)(f) GDPR).

4. The personal data of the individuals mentioned in section 1 will be processed for the duration of the stay of vessels at Marina Yacht Park and their use by Tenants, Crew Members, and other Users, as well as after their departure for the period specified in special regulations, including the time necessary to pursue claims and the storage period required by supervisory authorities.
5. The individuals mentioned in section 1 have the right to request access to their personal data, rectification, erasure, or restriction of processing, as well as the right to lodge a complaint with the President of the Personal Data Protection Office if they believe that the Data Administrator has violated data protection laws.
6. Personal data will not be processed in an automated manner, including profiling.
7. Tenants, Crew Members, and other Users acknowledge that their personal data will be processed to execute the Berthing Agreement for a vessel or the agreement referred to in §16 section 1 of the Regulations, as well as the Regulations. Providing personal data is voluntary but constitutes a prerequisite for entering into these Agreements.
8. Marina Yacht Park is covered by a video surveillance system. By entering the Marina Yacht Park area, Tenants, Crew Members, and other Users consent to the operation of this system, including the recording of their image, under the following conditions:
 - a. The administrator of the video surveillance system is DALMOR Property Management Sp. z o.o., based in Gdynia.
 - b. Video surveillance at Marina Yacht Park is used for the protection of persons and property, the potential pursuit of claims, and ensuring an adequate level of physical security for facilities and systems in which information is processed and storage devices are kept.
 - c. Personal data is processed based on Article 6(1)(f) of the General Data Protection Regulation of April 27, 2016, i.e., the legitimate interest of the Administrator.
 - d. Video surveillance recordings are stored for one month and then deleted. Only visual data (without sound) is recorded and stored.
 - e. Video recordings may be shared with authorized public administration bodies, such as the Police.
 - f. Individuals recorded by the video surveillance system have the right to request access to their personal data, rectification (correction), transfer, erasure, restriction of processing, object to processing, and lodge a complaint with the President of the Personal Data Protection Office if they believe that their data is being processed unlawfully.
 - g. Personal data will not be processed in an automated manner, including profiling.
 - h. Personal data will not be transferred to a third country.
 - i. To exercise their rights, individuals should contact the Administrator at the email address: rodo@dalmor.pl.

§23.

In the event of discrepancies between the content of the Berthing Agreement and the Berthing Declaration – Reservation, the Regulations, or the Marina Yacht Park Price List, the provisions of the Berthing Agreement shall prevail.