

ELECTRONIC SERVICES REGULATIONS

§1

The electronic service provision regulations, hereinafter referred to as the Regulations, define the rules for the provision of electronic services at the website address yourboat.es, which is managed by EMALLORCA PARTNERS SLU, C/Mimosa 4 07169 CAMP DE MAR Illes Balears, ESB57825721, share capital €3000, registered records maintained by Registro Mercantil, email: info@yourboat.es.

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Definitions

In these Regulations, the following terms have the following meanings:

- 1) Regulations – these electronic service provision regulations.
- 2) [Service Provider – the entity referred to in §1.
- 3) Service Recipient – an individual or legal entity undertaking or expressing the intent to engage in legal activities with the Service Provider to perform services specified in the Regulations.
- 4) Electronic Communication Means – technical solutions, particularly information technology devices enabling individual communication over a distance between the Service Provider and the Service Recipient using data transmission between information technology systems.
- 5) Email Address – an identifier of an information technology system enabling communication through electronic communication means, particularly email.
- 6) Electronic Service Provision – the provision of a service provided without the simultaneous presence of the parties (remotely) through the transmission of data at the individual request of the Service Recipient, transmitted and received using electronic data processing devices, including digital compression, and data storage, which is entirely transmitted, received, or transmitted through a telecommunications network.
- 7) Services – all actions performed by the Service Provider through electronic communication means at the electronic address.
- 8) Contact Form – an electronic document completed by the Service Recipient on the website, enabling contact between the Service Provider and the Service Recipient.
- 9) Privacy Policy – a separate document governing the protection of personal data by the Service Provider.

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General Provisions

1. The online platform created by the Service Provider to enable the use of electronically provided services is the website yourboat.es.
2. Before using the website, the Service Recipient is obliged to familiarize themselves with the provisions of these Regulations.
3. The content presented on the online platform at the address yourboat.es does not constitute an offer within the meaning of applicable law, except where expressly stated.
4. The Service Provider uses "cookies," which are described in a separate document.
5. The Service Recipient declares that the personal data provided by them are in line with the facts and that they have read these Regulations and the Privacy Policy and undertake to comply with them.
6. All content and materials on the website, including the logo and photos, are intellectual property rights exclusively owned by the Service Provider.

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Services

1. The Service Provider provides the following services to the Service Recipient through the website:
 - a) Provides the ability to browse the website's content.
 - b) Allows familiarization with the subject of business conducted by the Service Provider.
 - c) Enables familiarization with the current fleet of yachts that the Service Recipient can purchase, order, or charter.
 - d) Allows the Service Recipient to make inquiries to the Service Provider or file complaints through the contact form.
2. In order to use the available services, the Service Recipient must have access to the Internet and a web browser (Firefox, Chrome, Safari, IE, Opera, Edge) in the latest version.
3. The website is also adapted for display on mobile devices, such as smartphones and tablets, if the Service Recipient meets the conditions specified in paragraph 2.

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Contact Form

1. The Service Recipient may submit inquiries, comments regarding the functioning of the online platform, as well as complaints related to the services.
2. Complaints can be submitted electronically to the email address: info@yourboat.es.
3. The Service Provider undertakes to promptly inform the Service Recipient of the results of the explanatory proceedings conducted.
4. The response is provided to the contact address provided by the Service Recipient.
5. The deadline for responding is 14 days from the date of receiving the report.

6. The Service Provider reserves the right to leave unaddressed complaints or inquiries containing vulgar or offensive content towards the Service Provider.
7. A complaint, in particular, includes the complainant's data, an indication of the circumstances constituting the basis for the complaint, and the demands arising from the submitted complaint.
8. The lack of a response from the Service Provider implies the acceptance of the complaint.
9. The grounds for a complaint cannot include, in particular:
 - a) Circumstances related to the improper functioning of the browser or service repairs.
 - b) Actions of entities for which the Service Provider is not responsible.
10. The Service Recipient bears the costs of an unjustified complaint.

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Service Provider's Obligations

1. The Service Provider ensures access to its services by providing the online platform at the address yourboat.es.
2. The Service Provider provides its email address for correspondence with the Service Recipient, as well as telephone contact details on the website.
3. The Service Provider provides the services specified in §4 of the Regulations to the Service Recipient.
4. Regarding the Service Recipient who is not a consumer, the Service Provider is liable only if the damage occurred as a result of the deliberate actions of the Service Provider.
5. The Service Provider is not responsible for lost profits.
6. The Service Provider provides assistance to the Service Recipient in using the website's functionalities.
7. The Service Provider has an obligation to respond to inquiries and complaints submitted by the Service Recipient.

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Personal Data Protection

1. The Service Provider is the data controller for the personal data of the Service Recipient provided to the Service Provider.
2. The Service Recipient provides their personal data to the entity indicated in §1.
3. The Service Provider processes the Service Recipient's personal data for the purpose of:
 - a) Sending newsletters.
 - b) Providing electronic services by the Service Provider and other purposes specified in the Regulations.
 - c) Fulfilling a legal obligation.
 - d) Pursuing legally justified objectives.

4. Personal data is processed based on the Service Recipient's consent, a concluded agreement, a legal obligation on the Service Provider, or a legitimate purpose.
5. The Service Provider processes data provided by the Service Recipient, such as name, phone number, email address, IP address, content of inquiries/complaints/comments, as well as identifiers and information collected through cookies. Personal data provided by the Service Recipient is visible only to authorized persons.
6. The Service Provider stores personal data for a period not longer than necessary for the purposes arising from the rights of the Service Recipient and the Service Provider, unless they are processed solely for archival purposes, or for scientific research or historical or statistical purposes under Article 89(1) of 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, using appropriate technical and organizational measures.
7. The Service Recipient provides personal data voluntarily, with the reservation that not providing specific data may prevent the use of functionalities guaranteed by the Service Provider.
8. Regarding the processing of personal data, the Service Provider provides the Service Recipient with electronic contact at: info@yourboat.es.
9. The Service Recipient has the right to receive their personal data delivered to the Service Provider in a PDF file.
10. The Service Recipient has the right to access the provided personal data, correct and complete them in accordance with the facts.
11. The Service Recipient can also withdraw consent for the processing of personal data, request their immediate deletion, limit processing, and object.
12. The Service Provider guarantees the possibility of deleting personal data. The Service Provider reserves the right to process personal data in situations where the Service Recipient:
 - a) Has not settled all payments.
 - b) Violated the provisions of generally applicable law.
 - c) The retention of personal data is necessary to clarify these circumstances, determine the Service Recipient's liability, and pursue any claims by the Service Provider.
13. The exercise of the Service Recipient's rights mentioned above is carried out by email.
14. The Service Provider protects the personal data provided to them and makes efforts to secure it against unauthorized access or use by unauthorized persons, particularly through data encryption and the use of a secure communication encryption protocol (SSL).
15. The Service Provider informs the supervisory authority of security incidents related to personal data.
16. The Service Provider shares the personal data of the Service Recipient with entities closely cooperating with the Service Provider, particularly IT service providers, payment service providers, banks, and accounting service providers.

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Final Provisions

1. In matters not covered by these Regulations, the provisions of generally applicable law apply.

2. These Regulations are prepared in Polish and English versions. In case of discrepancies, the Polish version shall prevail.
3. The Service Provider reserves the right to amend the Regulations in important cases, particularly in the event of changes to the website's functionality, the Service Provider's activities, or changes in the provisions of generally applicable law.
4. The Service Provider informs the Service Recipient about changes to the Regulations through the website by posting a message containing a summary of the new provisions of the Regulations and the amended provisions.
5. The Service Recipient is notified of the changes to the Regulations by sending an email with the content specified in paragraph 3.
6. If the Service Recipient does not agree with the new content of the Regulations, they are obliged to notify the Service Provider of this fact within 14 days from the date of being informed of the change in the Regulations.
7. The statement of refusal to accept the content of the Regulations is considered a termination of the agreement for the provision of electronic services.
8. The Service Recipient is responsible for providing an incorrect email address, one to which they do not have access, and for the consequences resulting from these facts.
9. The change of the Regulations does not affect agreements that were initiated before the change.
10. The competent court for resolving disputes between the Service Provider and the Service Recipient in connection with the conclusion and performance of agreements based on these Regulations or for which these Regulations are an integral part is the court competent for the registered office of the Service Provider.
11. The competent court for resolving disputes between the Service Provider and the Service Recipient, who is a Consumer, in connection with the conclusion and performance of agreements based on these Regulations or for which these Regulations are an integral part, is the court competent under the provisions of generally applicable law.
12. These Regulations constitute an **integral part** of agreements concluded with the Service Provider.