

**TERMS AND CONDITIONS  
OF ELECTRONICALLY SUPPLIED SERVICES  
BY BENEFIT SYSTEMS S.A.**

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**§ 1 General Provisions. Definitions**

1. These Terms and Conditions have been drawn up to meet the obligation referred to in Article 8(1)(1) of the Act of 18 July 2002 on Electronically Supplied Services. The Terms and Conditions set out the conditions and terms of using:
  - 1) kartamultisport.pl website, and
  - 2) multilife.com.pl website, and
  - 3) emultisport.pl website, and
  - 4) MultiSport Mobile App.
2. § 1 - 10 of the Terms and Conditions lay down common terms and conditions for Websites and the Application are presented in subpara. 1 above, while Appendices 1 – 4 of the Terms and Conditions lay down detailed provisions on individual Websites and the Application:
  - 1) Appendix 1 – relating to the kartamultisport.pl website,
  - 2) Appendix 2 – relating to the multilife.com.pl website,
  - 3) Appendix 3 – relating to the emultisport.pl website,
  - 4) Appendix 4 – relating to the MultiSport mobile application.

If provisions of § 1 - 10 of the Terms and Conditions and of the Appendix differ between each other, provisions of the Appendix shall prevail.
3. The Service User shall be bound by these Terms and Conditions (including provisions of the respective Appendix 1 – 4) which apply to that Website or the Application which the Service User uses (e.g. if the Service User does not use the emultisport.pl website, provisions of the Terms and Conditions relating to the emultisport.pl website do not apply to that Service User).
4. These Terms and Conditions shall be published in the appropriate tab of the Website or the Application, as mentioned in subpara. 1 above, the Service User may display and fix the text of the Terms and Conditions in any technically possible way.

5. The following capitalised terms used in these Terms and Conditions shall have the following meaning:
- 1) **MultiSport Application, Application** – a set of services and features available to the Service Users in the MultiSport mobile app, owned by Benefit Systems, designed for, but not limited to, the authentication of the right to use the services provided at a Facility (with a Mobile Card, without the need to present a plastic microchip Card) and verification of the Service User's identity,
  - 2) **Benefit Systems** – Benefit Systems S.A., with its registered office in Warsaw, at the following address: Plac Europejski 2, 00-844 Warsaw, entered in the Register of Entrepreneurs in the National Court Register kept by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register (KRS), with the KRS Number: 0000370919, NIP 836-16-76-510, REGON 750721670, e-mail address: bok@benefitsystems.pl, tel. no.: (22) 242 42 42,
  - 3) **Password** – a sequence of letters, digital or other characters used to secure access to the Account of the Service User. The password must meet the following criteria: have at least 8 characters, including one capital letter, one lower case letter, one digit and one special character (e.g. !, \$, &),
  - 4) **MultiSport Card, Card** – a personal card issued by Benefit Systems, which entitles the User to use the MultiSport Program services available for a specific Card type. The Card may be in the traditional format of a plastic chip card bearing the User's signature, or in the electronic format of a digital record in the Application, hereinafter referred to as the "**Mobile Card**". The terms and conditions of use of the Card shall be defined in a separate "Terms and Conditions of Use of MultiSport Programme Cards" document, available at <https://www.benefitsystems.pl/dla-ciebie/multisport/>,
  - 5) **Customer** – an entity which has enabled the User to use the MultiSport Programme or the MultiLife Programme (in case of Employee Users, a Customer will typically be the User's employer, and in case of Users who are Additional Persons, a Customer will typically be the Employer of the Employee User),
  - 6) **Account** – the individual account of the Service User maintained on his/her behalf by Benefit Systems, after his/her registration. The Account enables the Service User to use all features of the Websites and the Application available for a given Service User,
  - 7) **Login** – an individual identification of the Service User, required along with the Password in order to use the Account. The e-mail address of the Service User entered by the Service User during Registration shall be the Service User's login,
  - 8) **Mobile Card** – MultiSport Card in the electronic form in the Application,
  - 9) **Additional Person** – a User who is not an Employee,
  - 10) **Partner** – an entity which provides services to the Users as part of the MultiSport Programme or the MultiLife Programme on the basis of a contract with Benefit Systems,
  - 11) **Platform, eMultiSport Platform** – website available at [emultisport.pl](http://emultisport.pl) designed for the administrative support of the MultiSport Programme and MultiLife Programme. A Service User may access eMultiSport Platform only if the Customer has enabled him/her to use that Platform,
  - 12) **Employee** – a natural person who is an employee of the Customer under a contract of employment or one who collaborates with the Customer under a contract of mandate, task-specific contract, cooperation agreement, service contract or on a different legal basis,
  - 13) **Product** – the MultiSport Card or the MultiLife Service, respectively,
  - 14) **MultiLife Service** – a personal product issued by Benefit Systems granting the User the right to use the services specified in the MultiLife Programme which are available for the given type of the MultiLife Service. The MultiLife Service is issued only in the form of an electronic record (i.e. the MultiLife Service number). The terms and conditions of use of the MultiLife Service shall be defined in separate "Terms and Conditions of Use of the MultiLife Programme" available at <https://www.benefitsystems.pl/dla-ciebie/multilife/>,
  - 15) **Programme** – the MultiSport Programme or the MultiLife Programme, respectively,
  - 16) **MultiLife Programme** – a programme comprising a selection of wellbeing services customized by Benefit Systems for the Customer and provided to the Users. A User may only participate in the MultiLife Programme if the Customer has enabled him/her to use the MultiLife Programme. A detailed description of the range of services available for the individual MultiLife Services shall be available from the [benefitsystems.pl](http://benefitsystems.pl) website, MultiLife tab,
  - 17) **MultiSport Programme** – a programme comprising a selection of sports and recreation services customized by Benefit Systems for the Customer and provided to the Users. A User may only participate in the MultiSport Programme if the Client has enabled him/her to use the MultiSport Programme. A detailed description of the range of services available for the individual Cards shall be available from the [benefitsystems.pl](http://benefitsystems.pl) website, MultiSport tab,
  - 18) **Terms and Conditions** – these terms and conditions, together with all the appendices hereto which constitute an integral part hereof,

- 19) **Registration** – an activity performed in the manner specified in the Terms and Conditions, which must be completed by the Service User before all features of the Website and the Application, including the Account, which are available to the Service User can be used; this activity constitutes conclusion of the Account Agreement,
- 20) **MultiLife Platform** – website available at [multilife.com.pl](http://multilife.com.pl), which is a collection of services and functionalities available to the MultiLife Service User after registration and logging into the MultiLife Platform, and a set of Service User's data and settings related to operation of services after logging in,
- 21) **MultiSport Zone** – website available at [kartamultisport.pl](http://kartamultisport.pl), which is a collection of services and functionalities available to the MultiSport Card User after registration and logging into the MultiSport Zone, and a set of Service User's data and settings related to operation of services after logging in,
- 22) **Website** – website available at [kartamultisport.pl](http://kartamultisport.pl) or [multilife.com.pl](http://multilife.com.pl) or [emultisport.pl](http://emultisport.pl) respectively, together **Websites**,
- 23) **Account Agreement** – means a free-of-charge agreement of electronically supplied services, which is concluded between the Service User and Benefit Systems for an indefinite period of time, the object of which is to maintain the Account for the Service User,
- 24) **Service User** – any person using the Website or the Application on terms specified in these Terms and Conditions,
- 25) **User** – means a natural person who uses a MultiSport Programme or MultiLife Programme,

## **§ 2 Rights and Obligations of the Service User. Account Registration**

1. Service Users may use the [kartamultisport.pl](http://kartamultisport.pl) or [multilife.com.pl](http://multilife.com.pl) or the Application as unregistered or registered Service Users. Only registered Service Users who are Employees may use the Website provided that the Customer has allowed them to use the Platform.
2. Upon the moment the Website or the Application is actually used by an unregistered Service User, an agreement of electronically supplied services is concluded, under which functionalities of the Website or the Application can be used in accordance with provisions of the Terms and Conditions. The agreement is terminated upon the moment the service is actually performed.
3. Only Service Users who are at least 13 years old and have at least limited legal capacity may register an Account on the Website or in the Application.
4. If the Service User is a Child under the age of 13, Registration on the Website or in the Application shall be made on behalf of the child by their parent or legal guardian.
5. Each Service User may hold one Account only.
6. For Registration purposes, the Service User should enter the data required in the registration form and accept the Terms and Conditions. Next, the Service User will receive the Registration confirmation and an activation link to the e-mail address of the Service User entered during Registration. The Service User should click the activation link to activate the Account. As soon as Registration is confirmed, an Account Agreement is concluded.
7. Registration or logging in is also possible via third party authentication services selected when choosing the method of Registration or logging in (e.g. Apple, Facebook). To Register or log in using third party authentication services, the Service User must have an account with a provider of such a service. Logging in via a third party authentication service is possible only after a prior Registration via such a service.
8. The Account of the Service User on the Websites and the Application is integrated in such a way that the Registration on one Website or Application allows the Service User to use other Websites and Applications after logging in, without the need to re-register (provided that the Website or Application are available to the Service User). Essentially:
  - a) for Registration on the Website - the Service User logs into other Websites and Applications using the Login and Password entered on the Website,
  - b) for Registration in the Application - the Service User logs into Websites using the Login and Password entered in the Application,
  - c) in the event that the Service User's Account is deleted from the Website, the Service User's Account shall also be deleted from other Websites and the Application,
  - d) in the event that the Service User's Account is deleted from the Application, the Service User's Account shall also be deleted from the Websites.
9. Registration of an Account and its use shall be voluntary.
10. Each Service User shall be obliged to use the Website and the Application solely for his/her own use and in a manner consistent with the content of these Terms and Conditions, legal regulations and good practices.

11. The Service User shall be required to secure the data of the Account (Login and Password, Product number) against unauthorized access. The Service User should in particular make every effort to keep the Password confidential and not to disclose it to third parties. The Service User shall be required to immediately notify Benefit Systems in the manner specified in Article 7 below of each and every breach of their Password or the Product number, and of any violation of the rules laid down in these Terms and Conditions. In that case, the Service User should change the Password immediately, using the appropriate functionalities within his or her Account.
12. In particular, the following shall be forbidden:
  - a) delivering illegal content or the Service User using the Website or Application contrary to these Terms and Conditions, provisions of law, good practices, or violating the personal rights of third parties and the rights and interests of Benefit Systems;
  - b) modifying the Website or the Application;
  - c) placing in or distributing via the Website or the Application any malicious software (including viruses and trojans) or other mechanisms that could cause a disruption in the operation of the Website or the Application or its functioning contrary to these Terms and Conditions;
  - d) impersonating other people, providing false personal data or otherwise misleading as to the Service User's identity;
  - e) making available to third parties one's Account.
13. If the Service User is found to have been using the Website or the Application in breach of the applicable regulations or these Terms and Conditions, and in particular that they engage in the practices described in subpara. 10-12 above, and particularly breach the security mechanisms of the Website or the Application or engage in other forms of hacking, Benefit Systems may, with immediate effect, block such Service User's Account. Benefit Systems shall immediately notify the Service User of the blocking of the Account, and provide a reason for such a measure, to the e-mail address given by the Service User during registration. Benefit Systems may set a deadline for the User to reinstate compliance with law and these Terms and Conditions, and if the Service User adheres, Benefit Systems may unblock the Account.
14. Benefit Systems may display information to Service Users on the Website on products and services available to Product holders, including information on Benefit Systems' own products and services as well as the products and services of Benefit Systems' counterparties who offer additional benefits to the Product holders (such as dietitian services, trainer services, medical and insurance services, as well as education and development services) in forms used over the Internet.
15. The Service User who gives their consent may receive push messages on the Website, i.e. short messages that are displayed directly on the Website while the Service User is using the Website. The push messages may include administrative messages (such as information on a response to the Service User's report, amendments to these Terms and Conditions, etc.), or information on products and services available to Product holders, including information on Benefit Systems' own products and services as well as the products and services of Benefit Systems' counterparties who offer additional benefits to the Product holders (such as dietitian services, trainer services, medical and insurance services, as well as education and development services). The Service User may switch off or configure the push messages in their browser settings.

### **§ 3 Withdrawal from, and Termination of the Account Agreement**

1. **[withdrawal from the Account Agreement]** The Service User has the right to withdraw from the Account Agreement without cause within 14 days of conclusion of the Account Agreement. To exercise the right of withdrawal, the Service User must notify Benefit Systems of his/her decision by submitting a clear statement (for example a statement sent by post, by fax or by e-mail) to the following contact details: Benefit Systems S.A., Plac Europejski 2, 00-844 Warsaw, address: bok@benefitsystems.pl, tel. no. (22) 242 42 42. For this purpose, the Service User may use the form based on the specimen attached as Appendix 5 to the Terms and Conditions, which is not mandatory. In the event of a withdrawal from the Account Agreement, Benefit Systems shall immediately delete the Account on the Websites and in the Application. To comply with the time limit for withdrawal from the Account Agreement, the Service User needs to send a notice of exercise of the Service User's right of withdrawal prior to the expiry of the time limit for withdrawal.
2. **[termination of the Account Agreement]** The Service User may terminate the Account Agreement for convenience at any time. To exercise this right, the Service User must notify Benefit Systems of his/her decision using the following contact details: Benefit Systems S.A., Plac Europejski 2, 00-844 Warsaw, address: bok@benefitsystems.pl, tel. no. (22) 242 42 42. To do this, Users may use the Application feature "Delete Account" available under "Settings", after selecting "More". In the event of termination of the Account Agreement, Benefit Systems shall immediately delete the Account on the Websites and in the Application, no later than within 14 days of the termination notice (time limit for termination).
3. Service User's withdrawal from or termination of the Account agreement is not equivalent to the User's resignation from the MultiSport Programme (i.e. the MultiSport Card) or the MultiLife Programme (i.e. the MultiLife Service). The User may resign from the MultiSport Programme or the MultiLife Programme at any time subject to the terms and conditions of the agreement with the Customer. In order to resign from the MultiSport Programme or the

MultiLife Programme, the User may contact the Customer or Benefit Systems in a manner specified in Article 7 below or, if the User has access to the eMultiSport Platform, he or she may effect the resignation through the Platform. Detailed rules for User resignation from membership in the MultiSport Programme or the MultiLife Programme are laid down in terms and conditions of these Programmes, available at [benefitsystems.pl](https://benefitsystems.pl) in the MultiSport or MultiLife tab respectively.

4. The Service User may contact Benefit Systems in all matters related to Benefit Systems processing of personal data of the Service User and matters related to the exercise of Service User's rights under the GDPR by using the contact form available at: <https://www.benefitsystems.pl/formularz-dane-osobowe/>, or by e-mail at [daneosobowe@benefitsystems.pl](mailto:daneosobowe@benefitsystems.pl), tel. no. (22) 242 42 42, address for correspondence: Benefit Systems S.A., Plac Europejski 2, 00-844 Warsaw. The data protection officer may be contacted by e-mail at [iod@benefitsystems.pl](mailto:iod@benefitsystems.pl), and by post at: Benefit Systems S.A. Pl. Europejski 2, 00-844 Warszawa, in an envelope marked "IOD".
5. Benefit Systems may terminate the Account Agreement with a 14 days notice (by sending the notice to the Service User by e-mail) for important reasons, such as the following circumstances:
  - 1) the lapse of uninterrupted 18 months or more since the Service User has not held a Product;
  - 2) the Customer's decision to withdraw the Service User's rights to use the MultiSport Programme or the MultiLife Programme;
  - 3) death of the Service User;
  - 4) gross breach of the Terms and Conditions by the Service User, i.e. situations when the Service User (closed catalogue) breaches provisions of § 2 subpara. 1, 3 – 7, 10 – 12 of the Terms and Conditions.

In the event of termination of the Account Agreement, Benefit Systems shall delete the Account on the Websites and in the Application within 14 days of the termination notice.

#### **§ 4 Technical requirements. Particular risks of using electronically supplied services**

1. Benefit Systems shall ensure that Service Users can use the Website via the Internet using all popular Internet browsers, operating systems, computer types and Internet connection types. Benefit Systems does not warrant and will not be responsible for ensuring that any configuration option of electronic equipment held by the Service User will enable the use of the Website. The minimum technical requirements for using the Website, subject to the previous sentence, are as follows:
  - a) a computer or another electronic device with at least 2 Mb/s in Internet bandwidth,
  - b) Operating system: Windows 7 or higher, Mac OS X 10.7 or higher, Ubuntu 10 or higher,
  - c) equipped with the latest version of the web browser: Google Chrome, Firefox, Microsoft Edge, Safari or Opera, which will support cookies and JavaScript.
2. Benefit Systems represents that the public nature of the Internet network and the use of electronically supplied services may entail the risk of Service User's data being intercepted and modified by unauthorized individuals. Service Users should therefore use appropriate technical measures to mitigate those risks. In particular, Participants should use anti-virus software and software protecting the identity of Internet users.
3. Benefit Systems applies technical and organisational measures corresponding to the level of risk, including measures to prevent unauthorized interception and modification of personal data sent on the Internet, in order to ensure security of messages and data transferred over the Website. Benefit Systems ensures secure transmission of data transmitted via the Website through the use of HTTPS protocol and signing data from the Service User's device with SSL certificate.
4. Primary potential risks of using the Internet include:
  - a) malware;
  - b) various types of applications or scripts which are harmful, criminal or malicious towards the network user IT system, such as viruses, worms, trojans, keyloggers, dialers;
  - c) spyware;
  - d) software that tracks the Service User's activities, collecting information about the Participants and sending it, without the Service User's knowledge or consent, to the author of the software;
  - e) spam;
  - f) unwanted and unsolicited electronic messages distributed concurrently to multiple users, often of advertising nature;
  - g) wrongful eliciting of confidential personal information (such as passwords) by pretending to be a respectable person or institution (phishing);
  - h) attack on the Service User's IT system using such hacking tools as e.g. exploit rootkits.

5. Protection against risks of the Service User's use of the electronically supplied services is also afforded by:
  - a) active firewall,
  - b) updating of any type of software,
  - c) not opening electronic mail attachments from unknown sources,
  - d) reading installation windows of applications, and their licensing terms,
  - e) deactivating macros in MS Office files of unknown origin,
  - f) regular comprehensive scans of the system by anti-virus and anti-malware software,
  - g) data transmission encryption,
  - h) installation of prevention software (attack detection and prevention),
  - i) using the original system and applications from legal sources.
6. Detailed provisions on technical requirements and threats related to the use of electronically supplied services relating to the Application are presented in Appendix 4 – terms and conditions of using MultiSport mobile application.

### **§ 5 Personal data**

1. The Benefit Systems shall be the controller of Service Users' personal data.
2. Detailed information on personal data processing is available at: <https://www.kartamultisport.pl/obowiazek-informacyjny>

### **§ 6 Intellectual Property Rights**

1. Intellectual property rights to the Websites and Application and all content comprising or made available on the Websites or the Application, such as text, artwork, logotypes, icons, images, photos, audio and video files, data files, presentations, programs, navigation solutions, selection and layout of content presented on the Websites or the Application and any other data shall be protected (by copyright, protection rights to trademark and other exclusive rights) inuring to Benefit Systems or entities with which Benefit Systems has an agreement in place on the use of such content to run the Website or the Application. No part of the Websites and Application or content disseminated on the Websites and Application may be fixed, duplicated or disseminated in any form or manner and may not be traded without Benefit Systems' prior written consent.
2. Use of the Website and the Application shall not result in the transfer of any intellectual property rights, in particular copyright to the Website or the Application or any part thereof, to the Service User. Upon acceptance of these Terms and Conditions, Benefit Systems shall allow the Service User to use the Website or the Application to the extent of its features as provided to the User and these Terms and Conditions, without territorial restrictions, for permitted personal use.

### **§ 7 Contact and Complaints**

1. The Service User may contact Benefit Systems by post by writing to Benefit Systems S.A., Plac Europejski 2, 00-844 Warsaw, adding the name of the concerned Website or the Application, or by e-mail at: [bok@benefitsystems.pl](mailto:bok@benefitsystems.pl) or by calling (22) 242 42 42. The call will be charged at the operator's rate applicable to domestic calls.
2. The Service User may lodge complaints related to the use of the Website, Application, MultiSport Programme or MultiLife Programme, at the discretion of the complaining person: by writing to the address of Benefit Systems: Plac Europejski 2, 00-844 Warszawa, with a notation "Reklamacja" [Complaint] or by e-mail to: [reklamacje@benefitsystems.pl](mailto:reklamacje@benefitsystems.pl), with a notation "Reklamacja" [Complaint] in the message's title.
3. A complaint should contain data identifying the person lodging the complaint (full name, login, Product number), the exact mailing address or e-mail address for responding to the complaint as well as an indication of the reason for the complaint and the related request.
4. A response to the complaint is provided within up to 14 days of the complaint being received by Benefit Systems. If the complaint does not contain the information necessary for reviewing the complaint, Benefit Systems will ask the complainant to supplement the complaint as necessary, and the time limit of 14 days shall run anew from the moment the supplemented complaint is submitted.
5. A complaint shall be answered in writing or by e-mail, depending on how it has been lodged, to the address specified in the complaint letter/message.
6. Complaints shall be considered in accordance with these Terms and Conditions and the provisions of law generally applicable in Poland.

## **§ 8 Liability**

1. Benefit Systems may interrupt or disrupt provision of electronic services and provision of access to the Website or the Application if the reason for such interruptions or disruptions is:
  - 1) a modification, modernization, expansion or maintenance of the ICT system or Benefit Systems' software provided that Service Users are notified of that by means of a message posted on the Website or the Application;
  - 2) reasons beyond control of Benefit Systems (force majeure, acts or omissions by third parties which Benefit Systems is not liable for).
2. The Website or the Application may contain links (connections) to websites that support the use of websites or electronically supplied services which are made available or provided by the Partners. Service Users shall use the websites and electronically supplied services from the Partners at their own risk. In addition, these Terms and Conditions shall not apply to the websites and electronically supplied services made available or provided by the Partners. In such case, terms and conditions defined separately by the Partners shall apply.
3. Benefit Systems shall not be liable to Service Users for:
  - 1) the Website being non-operational or difficulties in using the Website or the Application due to reasons attributable to the Service User;
  - 2) the loss of the Password by the Service User or third parties learning the Password (regardless of the method used). However, Benefit Systems shall be liable if the Service User lost his/her Password or third parties learn the Password for reasons which Benefit is liable for;
  - 3) damage caused by an act or omission by the Service User, in particular for the use of the Website or the Application by the User in a manner inconsistent with the applicable provisions of the law or these Terms and Conditions.
4. Service Users may use the services available on the Website and in the Application depending on their health and fitness level.

## **§ 9 Amendments to these Terms and Conditions**

1. For important reasons, Benefit Systems may make amendments to the Terms and Conditions. The Terms and Conditions may be amended for the following important causes:
  - a) change of existing services, introduction of new services or discontinuation of some product or services by Benefit Systems;
  - b) change to service provision methods;
  - c) brand change;
  - d) change necessitated by changes to any mandatory provisions of law or their interpretation;
  - e) change necessitated by administrative decisions or a court ruling or another similar act (e.g. guidelines of competent bodies of public administration);
  - f) technical change relating to the operation of the Website or the Application, including change or enhancement of the functionalities of the Website or the Application;
  - g) change motivated by an improvement in the quality of service provision or enhancement of Service Users safety;
  - h) prevention of violations of the Terms and Conditions or stopping their abuse;
  - i) elimination of uncertainties or interpretation doubts concerning the Terms and Conditions;
  - j) introduction by Benefit Systems of organisational or technological changes, including changes concerning the rules of serving Service Users, which affect the manner in which Service Users are served.
2. Each Service User shall be notified of amendments to these Terms and Conditions by sending information of amendments to the Service User's e-mail or additionally by posting information about amendments on the Website or the Application. The text of the current Terms and Conditions shall always be available in the relevant tab on the Website or the Application.
3. Changes to these Terms and Conditions shall take effect on the date specified in the change notice, but not earlier than 14 days after notification of the change. In the event that the Service User does not accept the changes, he or she may terminate the Account Agreement (as specified in Article 3.2 hereof).

## **§ 10 Final Provisions**

1. The Polish law shall apply to settlement of any disputes arising out these Terms and Conditions. Any such disputes shall be resolved by the common court of local jurisdiction.
2. Service Users shall be advised by Benefit Systems of the possibility to have recourse to out-of-court complaint and redress methods. The rules of access to these procedures are available at the registered offices or on the websites of entities authorised to deal with out-of-court resolution of disputes. The entities include in particular consumer ombudsmen or Provincial Inspectorates of the Trade Inspection, the list of which is available on the website of the Office of Competition and Consumer Protection. Benefit Systems would like to inform you that there is an online system for resolving disputes between consumers and traders in the EU (the European Online Dispute Resolution (ODR) platform) available at <http://ec.europa.eu/consumers/odr/>. Benefit Systems shall not resort to out-of-court resolution of consumer disputes as referred to in the Act of 23 September 2016 on Out-of-Court Resolution of Consumer Disputes.
3. These Terms and Conditions do not restrict or waive any rights of Service Users inuring to them under unconditionally applicable laws.
4. Provisions of the generally applicable Polish law shall apply to matters not regulated by these Terms and Conditions.
5. These Terms and Conditions shall come into effect on 1.03.2023.



## Appendix No. 1

### Terms and conditions of using kartamultisport.pl website

1. For unregistered Service Users, the MultiSport Zone supports searching for Facilities and browsing of selected content, including information about the MultiSport Programme or the FAQ.
2. Access to services in the MultiSport Zone shall only be provided to registered and logged-in Service Users who hold an active MultiSport Card.
3. Access to services in the MultiSport Zone shall only be provided free of charge to Service Users who hold an active MultiSport Card. In addition, the Service User shall bear the cost of data transmission required to run and use the MultiSport Zone in the amount set by the telecommunications operator whose services the Service User uses.
4. The Service User shall be able to use the following features in the MultiSport Zone:
  - a) Service User's Account,
  - b) sports facility finder,
  - c) services available under the MultiSport Programme to logged-in Service Users who hold an active MultiSport Card whose up-to-date range for a given Card type is available at [www.benefitsystems.pl](http://www.benefitsystems.pl) or [kartamultisport.pl](http://kartamultisport.pl).
5. Benefit Systems may allow Service Users to use other services than specified in subpara. 4 above and described in the MultiSport Zone or after accepting separate terms and conditions of such service.
6. When searching for a Facility, the MultiSport Zone uses the geolocation feature. The geolocation feature is disabled by default. The Service User may manually enable geolocation by granting consent to save the location of their device. Geolocation is not necessary for using the Facility search engine.

## Appendix 2

### Terms and conditions of using [multilife.com.pl](http://multilife.com.pl) website

1. For unregistered Service Users, the MultiLife Platform supports browsing of selected content, including information about the MultiLife Programme or the FAQ.
2. Access to services on the MultiLife Platform shall only be provided to registered and logged-in Service Users who hold an active MultiLife Service.
3. Access to services under the MultiLife Platform may be payable to Service Users holding an active MultiLife Service; the payment amount and charging terms shall be defined in the agreement with the Customer. In addition, the Service User shall bear the cost of data transmission required to run and use the MultiLife Platform in the amount set by the telecommunications operator whose services the Service User uses.
4. The Service User shall be able to use the following features of the MultiLife Platform:
  - a) Service User's Account,
  - b) services available under the MultiLife Programme to logged-in Service Users who hold an active MultiLife Service whose up-to-date range is available for a given type of Service at [www.benefitsystems.pl](http://www.benefitsystems.pl) or [multilife.com.pl](http://multilife.com.pl).
5. Benefit Systems may allow Service Users to use other services than specified in subpara. 4 above and described in the MultiLife Zone or after accepting separate terms and conditions of such service.

## Appendix 3

### Terms and conditions of using emultisport.pl website

#### § 1 Definitions. General provisions

1. The following capitalised terms used in these Terms and Conditions shall have the following meaning:
  - 1) **Acquirer** – means an entity which handles the payment process,
  - 2) **Business Days** – weekdays from Monday to Friday, excluding public holidays,
  - 3) **Delivery** – means an actual act consisting in the delivery of a Product/Products to a User via the Customer. For a MultiLife Service, Delivery consists in the Operator sending the MultiLife Service number to the e-mail address of the User, which was entered when placing an order for the MultiLife Service,
  - 4) **Platform User** – means the Client or the Manager,
  - 5) **Operator** – means Benefit Systems,
  - 6) **Payment** – means payment of amounts due for User membership in a MultiSport Programme or MultiLife Programme under the Product Use Agreement,
  - 7) **Terms of Use of MultiLife Services** – means the terms and conditions of using the MultiLife Service as defined in separate “Terms and Conditions of Use of the MultiLife Programme” available at <https://www.benefitsystems.pl/dla-ciebie/multilife/>,
  - 8) **Terms of Use of MultiSport Cards** – means the terms and conditions of using the MultiSport Card as defined in separate “Terms and Conditions of Use of MultiSport Programme Cards” available at <https://www.benefitsystems.pl/dla-ciebie/multisport/>,
  - 9) **Product Use Agreement** – means an agreement for the provision of services under the MultiSport Programme or MultiLife Programme concluded between the Client and the Operator electronically via the Account under the rules set out in the Terms and Conditions, based on which the Operator provides the User with a service of membership in the MultiSport Programme or MultiLife Programme and delivers the ordered MultiSport Cards or MultiLife Services respectively that entitle the User to use the services set out in the MultiSport Programme or MultiLife Programme, and the Client, by making the Payment, finances or co-finances the cost of membership in the Programme. The Client may conclude the Product Use Agreement only if the Customer makes it possible for the Client under the Master Agreement,
  - 10) **Master Agreement** – means a service agreement concluded between the Customer and the Operator, which lays down the terms of membership in the MultiSport Programme or MultiLife Programme for the Users and the time limit for placing orders for the Products (MultiSport Cards or MultiLife Service), the period for which the Products can be ordered, the number of Products of a given type available to the Client and the possible scope of financing or co-financing of the cost of the Products by the Client,
  - 11) **Client** – an Employee with full legal capacity, who uses the Platform,
  - 12) **Product Order** – means a factual act performed by a Client using an Account that generates an obligation on the part of the Operator to provide the User with a service of membership in the MultiSport Programme or MultiLife Programme and deliver the products ordered (MultiSport Cards or MultiLife Services) or activate them so that the User is able to use the services specified in the Programme. The Client may Order the Product only if the Customer makes it possible for the Client under the Master Agreement,
  - 13) **Manager** – means the Employee who uses the Platform on behalf of the Customer authorised by the Customer to perform activities related to administration of the MultiSport Programme or the MultiLife Programme via the Platform, to the extent and under the rules laid down in the Master Agreement.
2. **Since the Master Agreement is the basis for using the Programme, before starting to use the Programme, the Platform User should obtain information about the scope and manner of using the Platform or the Programme and the Platform from his or her employer or the principal (Customer). The Operator makes available to Platform Users, through the Platform, information on the detailed rules of using the Programme and Platform, as well as information about available MultiSport Cards or the MultiLife Services. The current scope of services available for different MultiSport Card types and MultiLife Services is listed on [www.benefitsystems.pl](http://www.benefitsystems.pl) in the MultiSport or MultiLife tab respectively. The Operator may change the manner of Programme use by a particular Platform User only at the request of the Customer.**

#### § 2 Registration. Use of the Account

1. The Client shall Register in the manner described in § 2 of the Terms and Conditions unless the Master Agreement provides otherwise.

2. The Manager shall Register as follows: The Operator creates the Manager's Account using the Manager's data provided in the Master Agreement. Then, the Operator sends the Account confirmation with an activation link to the Manager. The Manager should click the activation link to confirm the Registration, accept the Terms and Conditions and set up the Password. As soon as Registration is confirmed, an Account Agreement is concluded.
3. The Master Agreement may provide for another method of Registration, of which the Platform User will be informed by the Operator or the Customer.
4. The Client may use the following functionalities of the Platform: enter into Product Use Agreement or place Product Orders, order a Product duplicate, activate and deactivate the Product, perform other functionalities described on the Platform; the scope of functionalities available to the Client is defined in the Master Agreement.
5. The Manager may use the following functionalities of the Platform: perform activities related to administration of the MultiSport Programme or the MultiLife Programme via the Platform (e.g. order a Product, order a Product duplicate, activate and deactivate the Product, perform other functionalities described on the Platform); the scope of functionalities available to the Client is defined in the Master Agreement.
6. If the Operator or Customer terminates the Master Agreement, Benefit Systems shall block access to the Platform for Platform Users of that Customer, on the day the Master Agreement is terminated. Platform Users shall continue to have an Account and shall be able to use other Websites and Applications (other than the Platform).
7. If the Customer decides to deprive the Platform User from the right to use the Platform or the MultiSport Programme or the MultiLife Programme, Benefit Systems shall block access to the Platform to that User from the day specified by the Customer. The Platform User shall continue to hold the Account and shall be able to use other Websites and Applications (other than the Platform).
8. If the Customer ceases to pay amounts due under the Master Agreement, the Operator may block Platform access to Users of the Platform of that Customer. After the outstanding payments are made, the access will be unblocked.

### **§ 3 Product Orders (if the Programme is fully financed by the Customer)**

1. A Client whose cost of membership or whose Additional Person's cost of membership in the MultiSport Programme or MultiLife Programme is fully funded by the Customer places a Product Order to use the services provided as part of the Programme. The scope of services available to the Client results from provisions of the Master Agreement concluded between the Customer and the Operator, which specifically defines the rules of membership in the MultiSport Programme or MultiLife Programme, the rules and method of ordering MultiSport Cards or MultiLife Services, the expiry date of MultiSport Cards or MultiLife Services, the number of MultiSport Cards of a given type or the MultiLife Services available to the User.
2. In order to place a Product Order for himself or herself, the Client selects the Product (MultiSport Card or MultiLife Service), agrees to the processing of personal data for the purpose of using services in connection with the MultiSport Programme or MultiLife Programme respectively, and accepts the Terms of Use of MultiSport Card or the Terms of Use of MultiLife Service, depending on the Programme which the User applies to.
3. In order to place a Product Order for an Additional Person, a Client selects the Product (MultiSport Card or MultiLife Service) and enters the e-mail address of the Additional Person to whom the Operator will send information regarding the order for the Product so that the Additional Person can fill out the required data and grant their consent to the processing of personal data to use the services related to the MultiSport Programme or MultiLife Programme as applicable, and to accept the Terms of Use of MultiSport Cards or the Terms of Use of the MultiLife Services, depending on the Programme to which the Client enrolls the Additional Person. The Additional Person will receive, at the indicated e-mail address, a notice requesting that the Additional Person fills out the data and grants consent to the processing of personal data in order to use the services in connection with the MultiSport Programme or MultiLife Programme respectively and that the Additional Person accepts the Terms of Use of MultiSport Cards or the Terms of Use of the MultiLife Services respectively. Granting of the consents mentioned above is necessary to receive the Product. The Client will receive a notice from the Operator requesting that the Additional Person supplements the data and grants their consent. If the Additional Person is a minor, the consent to the processing of personal data and to the approval of Terms of Use of MultiSport Cards or Terms of Use of MultiLife Services is granted by the parent or legal guardian of the minor.
4. In the Master Agreement, the Operator and the Customer may agree on a different process of placing Orders than the process described in subpara. 2 and 3 above (e.g. the Operator may provide the Client with the option to attach a signed scan of a statement by an Additional Person or parent or legal guardian of the Additional Person who is a minor regarding the consent to processing of personal data for the purposes of using the services in connection with the MultiSport Programme or the MultiLife Programme or the Customer shall collect and archive relevant consents from Additional Person in writing).
5. As soon as the Client submits a Product Order, an automatic message with a confirmation that the Product Order has been accepted will be sent to the e-mail address of the Client. The confirmation will also be available in the relevant tab in the Client's Account. The confirmation will include the following information: Product type (MultiSport Card or MultiLife Service), the date from which the Product will be active and, if applicable, the period for which the Product is ordered.

6. When the Client places the Product Order, the Operator will deliver the Product(s) in the manner and by the date specified in the Master Agreement.
7. These provisions will not prevent the Client from ordering the Product for himself or herself at the same time, without making payment in accordance with this paragraph, and ordering the Product for the Additional Person with an obligation to make payment in accordance with article 4 of this Appendix 4 to the Terms and Conditions (Product Use Agreement). In such a case, provisions of § 4 below apply to placing orders for Products for the Additional Person.

#### **§ 4 Product Use Agreement (if the Programme is financed or co-financed by the Client)**

1. A Client who finances or co-finances the cost of membership in the MultiSport Programme or MultiLife Programme (for the Platform User or an Additional Person) enters into the Product Use Agreement to use the services provided as part of the Programme.
2. Information about the detailed rules of using the Programme, in particular about the amounts and dates of Payments, is made available to the Client on the Platform in a manner which allows the Client to become familiar with such information before the Platform User commences the procedure of concluding the Product Use Agreement as described in the following paragraphs.
3. The Product Use Agreement is concluded for an indefinite period of time and may be terminated with a notice effective at the end of the calendar month in which the notice of termination is made, unless the Master Agreement stipulates otherwise.
4. In order to conclude the Product Use Agreement for himself or herself, the Client selects the Product (MultiSport Card or MultiLife Service), agrees to the processing of personal data for the purpose of using services in connection with the MultiSport Programme or MultiLife Programme respectively, and accepts the Terms of Use of MultiSport Card or the Terms of Use of MultiLife Service, depending on the Programme which the User applies to.
5. In order to conclude the Product Use Agreement for an Additional Person, a Client selects the Product (MultiSport Card or MultiLife Service) and enters the e-mail address of the Additional Person to whom the Operator will send information regarding the order for the Product so that the Additional Person can fill out the required data and grant their consent to the processing of personal data to use the services related to the MultiSport Programme or MultiLife Programme as applicable, and to accept the Terms of Use of MultiSport Cards or the Terms of Use of the MultiLife Services, depending on the Programme to which the Client enrolls the Additional Person. The Additional Person will receive, at the indicated e-mail address, a notice requesting that the Additional Person fills out the data and grants consent to the processing of personal data in order to use the services in connection with the MultiSport Programme or MultiLife Programme respectively and that the Additional Person accepts the Terms of Use of MultiSport Cards or the Terms of Use of the MultiLife Services respectively. Granting of the consents mentioned above is necessary to receive the Product. The Client will receive a notice from the Operator requesting that the Additional Person supplements the data and grants their consent. If the Additional Person is a minor, the consent to the processing of personal data and to the approval of Terms of Use of MultiSport Cards or Terms of Use of MultiLife Services is granted by the parent or legal guardian of the minor.
6. In the Master Agreement, the Operator and the Customer may agree on a different process of entering into the Product Use Agreement than the process described in subpara. 4 and 5 above (e.g. the Operator may provide the Client with the option to attach a signed scan of a statement by an Additional Person or parent or legal guardian of the Additional Person who is a minor regarding the consent to processing of personal data for the purposes of using the services in connection with the MultiSport Programme or the MultiLife Programme or the Customer shall collect and archive relevant consents from Additional Person in writing).
7. The Client indicates whether the use of the services specified in the Programme is to start before the lapse of the Product Use Agreement by selecting the appropriate option on the Platform.
8. Next, the Client selects the "Payment" or equivalent instruction from the relevant Platform tab. Selecting a "Payment" or equivalent instruction means that an offer is placed with the Operator for entering into a Product Use Agreement. This offer is promptly accepted by the Operator by sending to the Client a confirmation of conclusion of the Product Use Agreement referred to in subpara. 9 and 10 below.
9. As soon as the Client selects the "Payment" or equivalent instruction, an automatic message with a confirmation of conclusion of the Product Use Agreement will be sent to the e-mail address of the Platform User, as entered in the Account details. At this moment, the Product Use Agreement is entered into. The confirmation will also be available in the relevant tab in the Client's Account.
10. The confirmation of the Product Use Agreement conclusion will include, among others, the following information: Product type (MultiSport Card or MultiLife Service), the date from which the Product will be active, payment dates, the method and date of Product Delivery, Product expiry date if any, and a notice on the right of withdrawal from the Product Use Agreement.
11. Upon conclusion of the Product Use Agreement and making the Payment, the Operator shall deliver the Product(s).

12. The amount of Payment binding on the parties to the Product Use Agreement is the amount of financing or co-financing of the cost of Programme membership by the Client, is expressed in Polish zlotys and is indicated in the Platform when the Client orders the Product.
13. If the Client places an instruction for a recurring payment by card, the Operator is responsible for the correct payment order.
14. The Operator will issue accounting documents in accordance with governing provisions of the law for the costs of Programme membership incurred by the Client and paid through the Platform at the amount corresponding to the payment made.

### § 5 Payments

1. Payments made on the Platform by a bank transfer or payment by card in connection with the Product Use Agreement will be processed by PayU S.A. with its registered office in Poznań at ul. Grunwaldzka 186, listed in the Register of Entrepreneurs kept by the District Court for Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS No.: 0000274399, NIP (Tax Identification Number): 779-23-08-495, REGON (Business Statistical Number): 300523444, as the Acquirer.
2. After conclusion of the Product Use Agreement, the Client who:

<p>1) concluded the Product Use Agreement <b>before 1 January 2023</b>, may choose one of the following payment methods:</p>	<p>a) on their own, in which case the Client is obliged to order Payments to the Acquirer before commencement of each consecutive Settlement Period within the time limit specified in the Product Use Agreement, or</p> <p>b) via the Operator, in which case the Operator is obliged to order Payment to the Acquirer by the dates specified in the Product Use Agreement, without the need for the Client to submit instructions in this regard each time.</p>
<p>2) <b>before 1 January 2023</b> had a Product Use Agreement for the MultiSport Programme, and <b>after 1 January 2023 for the first time</b> entered into a Product Use Agreement for the MultiLife Programme, may make:</p>	<p><b>a recurring payment</b> – by card via the Operator, in which case the Operator is obliged to order Payment to the Acquirer by the dates specified in the Product Use Agreement, without the need for the Client to submit instructions in this regard each time.</p>
<p>3) <b>after 1 January 2023 for the first time</b> entered into a Product Use Agreement for the MultiLife Programme, may make:</p>	

3. A Client makes Payments on their own. The Operator will not charge the Client any fees for execution of Payments through the Acquirer.
4. Failure to make the Payment by the date prescribed by the Product Use Agreement results in the Product being blocked, i.e. suspension of the right to use the services specified in the Programme. The Operator will not charge any Programme membership fees for the period of suspension.
5. If the Product remains blocked due to failure to make the Payment for a period longer than 9 consecutive months, the Operator may terminate the Product Use Agreement with a one month's notice (i.e. one month before termination of the Agreement, the Operator will send an electronic message to the Client informing them about the planned termination of the Product Use Agreement).
6. The Client may file any complaints due to non-performance or improper performance of Payment services to the Acquirer or to the Operator.

### Section 6. Withdrawal from the Product Use Agreement

1. The Client may withdraw from the Product Use Agreement in whole or in part for convenience within 14 days of the date of conclusion of the agreement, i.e. from the date of receipt of the confirmation of its conclusion as referred to in Sections 4.9 and 4.10 along with the instruction on the right of withdrawal.
2. To exercise the right of withdrawal, the Client must notify Benefit Systems of their decision by submitting a clear statement (for example a statement sent by post, by fax or by e-mail) to the following contact details: Benefit Systems S.A., Plac Europejski 2, 00-844 Warszawa, e-mail address: bok@benefitsystems.pl, phone: (22) 242 42 42. For this purpose, the Client may use the form based on the specimen attached as Appendix 6 to the Terms and Conditions, which is not mandatory. To comply with the time limit for withdrawal from the Product Use Agreement, the Client needs to send a notice of exercise of the Client's right of withdrawal prior to the expiry of the time limit for withdrawal.

3. When using Products issued to Additional Persons, withdrawal from the Product Use Agreement with respect to the Product issued to the Employee also means withdrawal from the Product Use Agreement with respect to all Products issued to Additional Persons, unless otherwise specified in the Master Agreement.
4. If the Client withdraws from the Product Use Agreement, the Operator shall refund the Client for the amounts paid by the Client as part of financing or co-financing of Product costs (including the costs of Product delivery, with the exception of additional costs arising out of the method of delivery as selected by the Client, other than the least expensive ordinary way of delivery offered by the Operator), using the same means of payment used by the Client, unless the Client specifically agrees to a different type of refund that does not involve any costs for the Client.
5. The money will be refunded immediately, at the latest 14 days after the Operator receives the Client's notice of withdrawal from the Product Use Agreement.
6. If, at the Client's express request, the use of the services under the Product Use Agreement started before the end of the time limit for withdrawal from the Product Use Agreement as referred to in Subsection 1 above, the Client shall pay for the services provided by the Operator in respect of:
  - a) MultiSport Card issued to an Employee and MultiSport Cards issued to Additional Persons; or
  - b) MultiLife Service made available to an Employee and MultiLife Services made available to Additional Persons;until withdrawal from the Product Use Agreement, in the amount of 1/30 of the monthly fee for the use of the services specified in the MultiSport Programme or MultiLife Programme for each day of use of the Services by the Client or Users who are Additional Persons. The Platform Operator may deduct this amount from the amount of refund for the services referred to in Subsection 5 above.

## Appendix 4

### Terms and conditions of using MultiSport mobile application

#### § 1 Definitions. General provisions

1. The following capitalised terms used in these Terms and Conditions shall have the following meaning:
  - 1) **Identity Document** – a document which may be used to prove the User's identity, showing his or her full name and photograph, issued by a public administration authority (in particular, an identity card, passport, residence card, driver's license), a professional self-government authority (service card), primary school, secondary school, art college (school IDs) or tertiary schools (student IDs). An employee badge shall not be regarded as an Identity Document. An Identity Document shall also be accepted in the form of presenting the screen of the User's mobile device showing his or her personal data via the mTożsamość (mIdentity) feature of the mObywatel (mCitizen) app,
  - 2) **Child** – a child of the Employee aged under 15,
  - 3) **Kids Card** – a Card issued by Benefit Systems to a Child, i.e. MultiSport Kids Card, MultiSport Kids Aqua Card, MultiSport Plus Dziecko Card, MultiSport Classic Dziecko Card, MultiActive Dziecko Card, MultiActive Kids Card, MultiSport Classic Kids Card, MultiSport Light Kids Card or MultiSport Light Dziecko Card,
  - 4) **Student Card** – a Card issued by Benefit Systems to Youths,
  - 5) **Youth** – a child of the Employee between the age of 16 and 26,
  - 6) **Facility** – a facility where sports and recreation services are provided as part of the MultiSport Programme,
  - 7) **Confirmed Identity** – a feature of the Application which confirms that the User's identity has been verified.
2. The Application can be downloaded from an application store appropriate for a given mobile device, including GooglePlay, Huawei AppGallery or AppStore.
3. Service Users may use the Application as unregistered or registered Users.
4. Any person who downloads the Application to his/her mobile device may use the Application as an unregistered Service User.
5. Access to services in the Application shall only be provided to registered and logged-in Service Users who hold an active MultiSport Card (subject to services described in § 3 subpara. 1 and 2 below).

#### § 2 Technical Requirements

1. A mobile device with access to the Internet (a mobile phone or a tablet) shall be required for downloading the Application.
2. Use of the Application shall require a mobile device (a mobile phone or a tablet) with the Android or iOS operating systems in at least the following versions: Android v. 8.0, iOS v. 14.0 and Internet connection.
3. The technical security measures provided within the Application shall include:
  - d) encryption of API connection using SSL,
  - e) authorization using an OAuth server.
4. Benefit Systems represents that the public nature of the Internet network and the use of electronically supplied services may entail the risk of Service User's data being intercepted and modified by unauthorized individuals. Service Users should therefore use appropriate technical measures to mitigate those risks. In particular, Service Users should use anti-virus software and software protecting the identity of Internet users. Benefit Systems shall never ask the Service User to provide their Password in any form.

#### § 3 Functionalities

1. In case of unregistered Service Users, the Application enables searching for Facilities and sharing the Application with other Service Users, as well as Service Users can browse selected content, including information about the MultiSport Programme, contact details and FAQ.
2. A Service User registered and logged in to the Application may use all features available to unregistered Service Users and the following features available only to registered Service Users:
  - a) Service User's Account,
  - b) evaluating the Application and leaving comments about the Application in the additional "Rate Application" module,



- c) other services described in the Application for logged-in Service Users.
3. A Service User registered and logged in to the Application who holds an active MultiSport Card may use the features specified in subpara. 1-2 above, and the following additional features:
    - a) access to the video content,
    - b) adding Facilities searched in the facility finder to the "Favorites" category and reviewing the User's visits in the Facilities,
    - c) connecting the Mobile Kids Card to the Service User Account – feature available only to Employee Service Users,
    - d) making the Mobile Kids Card available to other Service Users registered in the Application (excluding other Kids Card Service Users) – feature available only to Employee Users,
    - e) Confirmed Identity,
    - f) other services described in the Application for logged-in Service Users who hold an active MultiSport Card.
  4. When searching for a Facility, the Application uses the geolocation feature. The geolocation feature is disabled by default. The Service User may manually enable geolocation by granting consent to save the location of their mobile device. Geolocation is not necessary for using the search engine.
  5. **[connecting a Mobile Kids Card to the Service User's Account]** A Service User who is an Employee may only connect to his/her Account the Kids Card issued to him/her for a Child registered in the MultiSport Programme by that Service User. After confirmation of the connection, the Mobile Kids Card will be displayed in the Account of the Service User as an Additional Mobile Card.
  6. **[making the Mobile Kids Card available to other Service Users registered in the Application (excluding other Kids Card Service User)]** Having connected the Mobile Kids Card to his or her Account, the Employee who is the Service User may use the feature consisting in making the Mobile Kids Card available to other Service Users registered in the Application (including Student Card Users, but excluding other Kids Card Users). After confirmation of the connection, the Mobile Kids Card will be displayed in the Account of the Service User as an Additional Mobile Card. If the Mobile Kids Card is made available to a Student Card User who is under 18 years of age, when visiting the Facility, the Student Card User and the Kids Card User should report at the Facility reception (except for the Swimming Pool Facility) that they are minors and present their parent's or legal guardian's consent to the visit in accordance with the terms and conditions in force at the Facility.
  7. **[Confirmed Identity]** In order to obtain a Confirmed Identity, the Service User should carry out the process of verifying his/her identity as follows:
    - a) The Service User should upload his/her photo from the memory of his/her mobile device to the Application, and then
    - b) The Service User should present at the Facility the identity document and the Application with the photo referred to in point a) above, together with the QR code or token number used to confirm identity generated in the presence of the Facility staff. After confirmation of the identity in the Facility, the Service User obtains the status of a Service User with the identity verified in the Application, which will be automatically marked in the Application with the annotation "Confirmed" on the Service User Account in the Application,
    - c) the verification of the Child's identity may be carried out both by the Service User who has enrolled the Child in the MultiSport Programme and by the Service User to whom the Child's Mobile Kids Card has been made available. In any case, in order to verify the identity of the Child, it shall be necessary to show the Child's identity document at the Facility (which does not apply to Children not subject to the schooling obligation),
    - d) The Service User may carry out identity verification at most Facilities; in order to confirm that a specific Facility enables such identity verification, the Service User should check this at the website at [www.benefitsystems.pl/MultiSport/](http://www.benefitsystems.pl/MultiSport/) via the Website's Facility search engine or via the Application's "Search" tab before visiting such Facility.
  8. If the Service User verifies his or her identity in the Application and obtains a Confirmed Identity, he or she may not change his or her photo on a given mobile device (referred to in subpara. 8(a)) for the duration of the photo change blockade (indicated in the Application). During that time, the Service User may change the photo on a given mobile device by contacting Benefit Systems at the address: [bok@benefitsystems.pl](mailto:bok@benefitsystems.pl).
  9. The Confirmed Identity shall be valid on a given mobile device only. If the mobile device is changed or if several devices are used, the Service User should verify the identity on the new (next) device again.
  10. The Service User may receive push messages, i.e. short messages that are displayed directly on the screen of the Service User's mobile device while the Service User uses or does not use the Application, containing administrative information (e.g. information about responding to the Service User's request, amendments to these Terms and Conditions, etc.). If the Service User agrees, he or she may receive push messages displayed directly on the screen of the Service User's mobile device when the Service User is or is not using the Application, with information on products and services available to Cardholders, including information on Benefit Systems' own products and services as well as the products and services of Benefit Systems' counterparties who offer additional benefits to the Cardholders (such as dietitian services, trainer services, medical and insurance services, as well

as education- and development services). The Service User may switch off or configure the Push messages in the Application settings.

11. The Application may allow Service Users to use additional services upon acceptance of separate terms and conditions governing a given service.

#### **§ 4 Using a Mobile Card and a Confirmed Identity**

1. Only logged-in Service Users who hold an active MultiSport Card may use a Mobile Card and Confirmed Identity.
2. In order to use the services of a Facility as part of the MultiSport Programme using a Mobile Card, it shall be necessary:
  - a) for the Service User to hold an active MultiSport Card,
  - b) to log in to the Application and, in the case of a Mobile Kids Card, log in to the Child's Account in the Application or add a Mobile Kids Card to the Service User's Account or make the Mobile Kids Card available to another Service User,
  - c) to generate a QR Code or token number,  
To generate a QR code or token number an Internet connection is required.  
If there is no Internet connection, the Service User can generate a QR Code or token number offline. The screen with the QR Code generated should show "Offline Code". The Service User will be able to use the QR Code or token number offline when he/she first generates a QR Code or token number online when he/she has access to the Internet.
  - d) presenting a valid QR Code or a valid token number to be scanned at the Facility together with:
    - i. an Identity document, or
    - ii. a Confirmed Identity.  
In most Facilities, the Service User may present a Mobile Card with a Confirmed Identity in order to use the services available at the Facilities. In order to verify whether a given Facility accepts a Mobile Card with a Confirmed Identity, the Service User should check this on the following website before visiting the Facility at [www.benefitsystems.pl/MultiSport/](http://www.benefitsystems.pl/MultiSport/) in the Facilities search or in the "Search" tab of the Application;
  - e) if a QR Code or a token number cannot be generated in the Application, the User may obtain a QR Code or a token number with information necessary to use the services provided by the Facility (first and last name of the User, Card type and number, information about the Confirmed Identity status, and if uploaded to the Application – the User's photo) to the e-mail address of the User which is also the User's Login in the Application.
3. A QR Code or token number must be generated in the Facility immediately before using the service of the Facility.
4. The QR Code and token number shall be one-time and they shall have a specific duration indicated each time in the Application.
5. Cancelling a visit to the Facility shall require the generation of a separate QR Code or token number and their presentation to Facility personnel.
6. The User shall not be able to use the Facility's services unless he or she has complied with the prerequisites specified in these Terms and Conditions, the terms of the Card, or the house rules of the Partner's Facility specified by the Partner, in particular:
  - a) in the event that the data on the Card or displayed by the Application on the Mobile Card does not match the data in the Identity Document;
  - b) in the event that the Service User carries no Card and does not use the Mobile Card;
  - c) in the event that the Service User carries no Identity Document, and at the same time does not use a Confirmed Identity in the Application.
7. Benefit Systems shall have the right to deactivate a Confirmed Identity or block the Service User from using the Mobile Card in the following cases:
  - a) using the Confirmed Identity or the Mobile Card by the Service User in contravention of these Terms and Conditions, in particular if the Service User is not a Cardholder or if he/she uploaded a photo of a person other than the Cardholder into the Application to obtain a Confirmed Identity;
  - b) reasonable suspicion of use of the Confirmed Identity or Mobile Card by unauthorised persons;
  - c) use of the Mobile Card for a purpose which only serves to reduce the functionality of the Application by deliberately limiting its availability or overloading its capacity;
  - d) reasonable suspicion of any unauthorised operations related to the use of the Confirmed Identity or Mobile Card.

8. Using the Application, including the Mobile Card, or deleting an Account in the Application shall not affect the Service User's ability to continue using the plastic version of the Card with a chip.

#### **§ 5. Personal Data**

1. The Controller of the Service User's personal data and – in the event that a Mobile Kids Card is added to the Service User's Account – of the Service User's Child, is Benefit Systems.
2. Detailed information on the processing of personal data is available in the "Consent" tab of the Application, after selecting the "More" option and then the "Settings" option.

**Appendix 5**

**Model withdrawal statement from the Account Agreement**

To submit a notice of withdrawal from the Agreement for maintaining an account on the Website / in the Application with Benefit Systems, the following form of the notice may be used:

Benefit Systems S.A.  
Plac Europejski 2  
00-844 Warsaw  
[bok@benefitsystems.pl](mailto:bok@benefitsystems.pl)

I ..... hereby withdraw from the Agreement for maintaining an account in the Website /  
Application: .....

Full name.....  
Login on the Website / in the Application.....

**Appendix 6**

**Specimen form of the withdrawal from the MultiSport Card/ MultiLife Service Use Agreement**

To submit a statement of withdrawal from the Agreement for the Use of the Product, the following model statement may be used:

Benefit Systems S.A.  
Plac Europejski 2  
00-844 Warsaw  
[bok@benefitsystems.pl](mailto:bok@benefitsystems.pl)

I hereby terminate the MultiSport Card/MultiLife Service Use Agreement.

**User's first name and surname:** .....

**E-mail address** used to set up the Platform account: .....

**Number of the MultiSport Card / MultiLife Service of the User** (if the MultiSport Card / MultiLife Service is not delivered to the User, leave this field blank) .....

**SCOPE OF WITHDRAWAL:**

1. resignation from the **MultiSport Card / MultiLife Service of the Employee:** YES\*/NO (mark as appropriate):

*\* In accordance with the Terms and Conditions, resignation from the MultiSport Card/MultiLife Service by the Employee means resignation from all Cards/ Products of Additional Persons.*

or

2. resignation from the **MultiSport Card / MultiLife Service of the Additional Person (accompanying persons, children, young people, senior citizens)** YES/NO\* (mark as appropriate):

Full name of the additional person: .....

Full name of the additional person: .....

Full name of the additional person: .....

Full name of the additional person: .....

Full name of the additional person: .....

Full name of the additional person: .....

Full name of the additional person: .....

Full name of the additional person: .....

*\* In accordance with the Terms and Conditions, no Cards/ Products of Additional Persons can be left available if the Employee resigns from the MultiSport Card/MultiLife Service.*

**Name of the Employee's employer\*\*** .....

**Number of bank account** to which the refund is to be made\*\* .....

*\*\* Optional data; provision of such data will speed up application processing.*