

**TERMS AND CONDITIONS
OF USE OF CARDS UNDER THE MULTILIFE PROGRAMME**

Article 1. General Provisions

The capitalized terms used in these Terms and Conditions of Use shall have the following meaning:

- 1) **Application** – a set of services and features available to the Users in the MultiSport mobile application, 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 User's identity, and use of the services available in the Application under the MultiLife Programme; the terms of use of the Application are defined in separate "Terms and Conditions of Use of the MultiSport Application" available in the appropriate tab of the Application.
- 2) **Benefit Systems** – Benefit Systems S.A., with its registered office in Warsaw, at the following address: Plac Europejski 2, 00-844 Warszawa, entered in the register of entrepreneurs of the National Court Register (KRS) kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under No. KRS: 0000370919, Tax Identification Number (NIP): 836-16-76-510, Statistical Number (REGON): 750721670, e-mail: bok@benefitsystems.pl.
- 3) **Product, MultiLife Product** – 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 Product. The Product is issued only in the form of an electronic record (i.e. the Product number).
- 4) **Customer** – an entity which has enabled the User to use the MultiLife Programme or the MultiSport Programme.
- 5) **Partner** – an entity which provides services to the Users as part of the MultiLife Programme on the basis of a contract with Benefit Systems.
- 6) **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.
- 7) **MultiLife Programme** – a programme comprising a selection of wellbeing services customized by Benefit Systems for the Customer and provided to the Users. The User shall be able to take part in the MultiLife Programme only on condition that the Customer allows him/her to use that Programme. A detailed description of the range of services available for the MultiLife Product shall be available from the Website.
- 8) **MultiSport Programme** – a programme comprising a selection of sports and recreation services customized by Benefit Systems for the Customer and provided to the Users. The User shall be able to take part in the MultiSport Programme only on condition that the Customer allows him/her to use that Programme. A detailed description of the range of services available for the individual Cards shall be available from the Website.
- 9) **Terms and Conditions** – these terms and conditions.
- 10) **User Zone** – a collection of services and functionalities available to the User after registering and logging into the website at www.kartamultisport.pl and a set of user data and settings related to operation of services after logging in; the rules of using the User Zone are laid out in separate "Terms and Conditions of Use of the User Zone", available at www.kartamultisport.pl.
- 11) **Website** – the website available at www.benefitsystems.pl.
- 12) **User** – any person using the Product on terms specified in the Terms and Conditions.

Article 2. Terms of Use of the Product

1. Benefit Systems shall be the Issuer of the Product. The Product can only be obtained via Benefit Systems (or another company from the Benefit Systems Group operating under a cooperation agreement with Benefits Systems).
2. The Product shall, during the period of its validity, authorize the User to use the services of Benefit Systems and Partners as listed for a specific Product on the Website.
3. The Product shall be personal and may not be made available to third parties. The Product may not be traded to a third party in any form whatsoever. The User may not use the Product for any commercial purposes. Only one MultiLife Product or only one MultiSport Card may be held by a single User.

Benefit Systems Spółka Akcyjna

Plac Europejski 2, 00-844 Warszawa, share capital of PLN 2,894,287.00 (paid-up in full)

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e-mail: bok@benefitsystems.pl, www: www.benefitsystems.pl

4. The User shall be fully free to apply for a Product and participate in the MultiLife Programme, i.e. it shall be within the User's sole discretion to apply or submit applications for other Users entitled to participate in the MultiLife Programme (e.g. accompanying persons).
5. A User who is an Employee and applied to participate in the MultiLife Programme, may also submit applications for other Users (i.e. accompanying persons) exclusively to participate in the MultiLife Programme but may not submit applications for other Users to participate in the MultiSport Programme unless the agreement with the Customer provides otherwise.
6. The User may resign from the MultiLife Programme at any time subject to the terms and conditions of the agreement with the Customer. In order to resign from the MultiLife Programme, the User may contact the Customer or Benefit Systems at contact details specified in Article 4.4 below or, if the User has access to the eMultiSport Platform, he or she may effect the resignation through the Platform.
7. Cancellation of participation in the MultiLife Programme during the settlement period specified in the agreement with the Customer causes deactivation of the User's Product at the end of the settlement period in which the cancellation was made by the User. If resignation from the MultiLife Programme is made by an Employee User, such resignation is equivalent to simultaneous resignation from the MultiLife Programme by other Users who have been added by that Employee User to the MultiLife Programme (i.e., accompanying persons), unless the agreement concluded with the Customer provides otherwise.
8. In the event that an unauthorized individual gains access to the Product, Benefit Systems shall be immediately notified at the following address: bok@benefitsystems.pl.
9. Benefit Systems shall have the right to deactivate the Product in the event of a breach of these Terms and Conditions of Use by the User (or other Users added by that User) or in the event that the fee for the User's participation in the MultiLife Programme is not received in accordance with the agreement with the Customer. The User and the Customer shall be notified of the deactivation of the Product in the event that the use thereof is deemed contrary to these Terms and Conditions of Use.

Article 3. Terms of Access to the Services under the MultiLife Programme

1. A User who registers with the MultiLife Programme shall receive, before the beginning of the first settlement period, the MultiLife Product number at the e-mail address provided during the registration process (the Product shall not be issued as a traditional plastic card).
2. The up-to-date range of services available under the MultiLife Programme is published on the Website.
3. In order to use the online services available in the MultiLife Programme, the User should register and log in to the User Zone or in the Application by providing the MultiLife Product number in the registration form (and other data in accordance with the rules set out in separate "Terms and Conditions of Use of the User Zone" available at the website www.kartamultisport.pl or "Terms and Conditions of the MultiSport Application" available in the appropriate tab of the Application).
4. In the event that the User has already registered with the User Zone or in the Application, he or she should log in to their account in the User Zone or in the Application and enter the MultiLife Product number in the appropriate box (and other data in accordance with the rules set out in separate "Terms and Conditions of Use of the User Zone" available at the website www.kartamultisport.pl or "Terms and Conditions of the MultiSport Application" available in the appropriate tab of the Application). After entering the MultiLife Product number correctly, the User shall be granted access to services under the MultiLife Programme.
5. A User who does not have an account in the User Zone or in the Application cannot use the online services available under the MultiLife Programme. The User Zone or the Application shall be used in accordance with separate terms specified in "Terms and Conditions of the User Zone" available at the website www.kartamultisport.pl or in "Terms and Conditions of the MultiSport Application" available in the appropriate tab of the Application. Moreover, some of the services available under the MultiLife Programme may be provided to the Users on the basis of separate terms and conditions of use defined by Benefit or by Partners of which the User shall be informed in each case prior to starting to use a service.
6. A resignation by the User from an account in the User Zone or in the Application which enables the use of online services available under the MultiLife Programme is not equivalent to resignation from the MultiLife Programme. In order to resign from the MultiLife Programme, the User shall follow the instruction in Article 2.6 of these Terms and Conditions.
7. The User may use the MultiLife Product on not more than 4 devices (computer, tablet, phone etc.), which means he or she may log in to his or her account in the User Zone or in the Application which makes it possible to use online services available under the MultiLife Programme from not more than a total of 4 different devices.

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Article 4. Final Provisions

1. The User may submit complaints to Benefit Systems with regard to the use of the MultiLife Programme or the Product (including an application for the Product). A complaint may be submitted in electronic form and e-mailed to Benefit Systems at: reklamacje@benefitsystems.pl, or in writing and sent to the following address: Benefit Systems S.A. Plac Europejski 2, 00-844 Warszawa, with a notation "Reklamacja Produkt MultiLife" [MultiLife Product Complaint]. In the complaint, the User shall provide his or her full name, Product number and description of the issue, and a request for specific action to be taken by Benefit Systems (User's request). Benefit Systems shall, without unnecessary delay, within 14 days of the receipt of the complaint, process and respond to such complaint to the User's e-mail or postal address, depending on the manner in which the complaint has been submitted, as specified in the complaint.
2. Users who are consumers 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. These may include, in particular, consumer ombudsmen or Provincial Inspectorates of the Trade Inspection Service, the list of which is available on the website of the Office of Competition and Consumer Protection. Benefit Systems notes that an online platform for resolving disputes between consumers and traders at the EU level (ODR platform) is 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 of Use shall not restrict or waive any consumer rights of the Users as inuring to them under unconditionally applicable laws.
4. Information connected with the use of the MultiLife Programme or the Product may be obtained by writing to bok@benefitsystems.pl, writing to the address of Benefit Systems S.A.: Plac Europejski 2, 00-844 Warszawa, with a notation "bok – Produkt MultiLife" [customer service - MultiLife Product] or by calling the helpline on 22 242 42 42. The cost of connection is based on the rates of your operator for domestic calls.
5. Users' personal data shall be processed in compliance with the applicable laws to the extent necessary to perform the service under the MultiLife Programme, on the basis of the User's declaration of consent to processing of his or her personal data to be submitted prior to applying for the MultiLife Programme. Detailed information on personal data processing may be found at <https://www.benefitsystems.pl/polityka-prywatnosci/>. Questions concerning personal data protection should be submitted by e-mail at daneosobowe@benefitsystems.pl, by phone at +48 22 242 42 42, or by mail to: Benefit Systems S.A.: Plac Europejski 2, 00-844 Warszawa, with a notation "Dane osobowe" [Personal Data].
6. Protection of the Product number against unauthorized access shall be the responsibility of the User.
7. Benefit Systems reserves the right to amend these Terms and Conditions with a notice of 14 days. The Users shall be informed of amendments to the Terms and Conditions. In addition, information about the amendments to the Terms and Conditions as well as a list of all amendments to the Terms and Conditions shall be published on the Website. If the User does not accept amendments to the Terms and Conditions, he or she may resign from the MultiLife Programme at any time in accordance with the rules laid down in the agreement with the Customer (to this end, the User may contact the Customer or Benefit Systems at contact details specified in Article 4.4 above or, if the User has access to the eMultiSport Platform, he or she may effect the resignation through the Platform). These Terms of Use and amendments hereto shall be published on the Website in the following tab: Terms and Conditions of Use.
8. These Terms and Conditions shall become effective on 21 December 2020.

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