

## Annex No. 2 to the Service Agreement

### TERMS AND CONDITIONS OF USE OF THE MULTISPORT PROGRAM CARD

#### 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 Program; 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 Warsaw, entered into the register of entrepreneurs of the National Court Register for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under the KRS number: 0000370919, Tax Identification Number (NIP): 836-16-76-510, Statistical Number (REGON): 750721670, e-mail: bok@benefitsystems.pl.
3. **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 presentation of the User's mobile device showing his or her personal data on the screen via the mTożsamość feature of the mObywatel app.
4. **Product, MultiLife Product** – a personal Product issued by Benefit Systems granting the User the right to use the services specified in the MultiLife Program which are available for the Product. The Product is issued only in the form of an electronic record (i.e. the Product number).
5. **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 take the form of a traditional plastic card with a chip and the User's signature, or an electronic record in the Application, hereinafter referred to as the "Mobile Card".
6. **Customer** – an entity which has enabled the User to use the MultiSport Program or MultiLife Program.
7. **Facility** – a facility where sports and recreation services are provided under the MultiSport Program.
8. **Partner** – an entity providing the Users with sports and recreation services under an agreement with Benefit Systems on the MultiSport Program which can be used upon presentation of the Card (including the Mobile Card) and Identity Document or the Mobile Card with Confirmed Identity.
9. **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.
10. **MultiLife Program** – a program 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 Program only on condition that the Customer allows him/her to use that Program. A detailed description of the range of services available for the MultiLife Product shall be available from the Website.
11. **MultiSport Program** – a program 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 Program only on condition that the Customer allows him/her to use that Program. A detailed description of the range of services available for the individual Cards shall be available from the Website.
12. **Terms and Conditions** – these terms and conditions.
13. **Website** – the website available at [www.benefitsystems.pl](http://www.benefitsystems.pl).
14. **User** – every person using the Card in accordance with the Terms and Conditions.
15. **Confirmed Identity** – a feature of the App which confirms that the User's identity has been verified. To have one's identity confirmed, the User should go through the process of identity verification in compliance with the "Terms and Conditions of the MultiSport Application" available in the appropriate tab of the Application. Most Facilities enable the User to perform the identity verification process. To confirm whether a particular Facility performs identity verification, prior to visiting the

Facility, the User should check it on the Website using the Facility search feature or in “Wyszukaj” [Search] tab in the Application.

## **Article 2 Terms of Use of the Card**

1. The Card is issued by Benefit Systems. The Card 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 Card authorizes the User to use during its validity period the services provided by the Partner Facilities and specified for a particular type of the Card on the Website.
3. The Card shall be personal and may not be provided to third parties. The Card may not be traded to a third party in any form whatsoever. The User may not use the Card for any commercial purposes. The User can hold only one MultiSport Card or only one MultiLife Product.
4. The Card must bear a legible signature of its User. No changes to the Card's appearance shall be allowed other than a signature in the designated section of the Card. The requirement of signature does not apply to the Mobile Card.
5. The Card and participation in the MultiSport Program is entirely voluntary, which means that the User him/herself decides whether to enrol him/herself in the MultiSport Program or whether to enrol in it other Users authorized to join the MultiSport Program (e.g. accompanying persons, children, youngsters or seniors).
6. The User who is an Employee and who has enrolled in the MultiSport Program may enrol other Users (e.g. accompanying persons, children, youngsters or seniors) in the MultiSport Program or MultiLife Program, unless the agreement made with the Customer provides otherwise.
7. The User may resign from the MultiSport Program at any time subject to the terms and conditions of the agreement with the Customer. To resign from the MultiSport Program, the User may contact the Customer or Benefit Systems using the contact details specified in Article 4, section 4 below, or if the User has access to the eMultiSport Platform, he or she may submit his/her resignation via the Platform.
8. Resignation from the participation in the MultiSport Program during the billing period indicated in the agreement with the Customer deactivates the User's Card at the end of the billing period in which the resignation is submitted by the User. If the Resignation from the participation in the MultiSport Program is made by the User who is an Employee, it means unambiguously that other Users who were enrolled in the MultiSport Program and MultiLife Program (e.g. accompanying persons, children, youngsters or seniors) by the User who is an Employee also resign from the participation in the MultiSport Program or MultiLife Program, unless the agreement with the Customer provides otherwise.
9. If the Card has been lost, destroyed, stolen etc., the fact must be immediately reported to Benefit Systems at: bok@benefitsystems.pl.
10. The Card shall be property of Benefit Systems. Benefit Systems is entitled to deactivate or suspend the Card if any of the provisions of this Terms and Conditions has been violated by the User (or by other Users enrolled in the Program by the User) or if the payment for the User's participation in the MultiSport Program has not been settled, in accordance with the provisions of the agreement with the Customer. The User and the Customer are informed about deactivation or suspension of the Card upon discovery of its use in violation of these Terms and Conditions and about the finding of the lost Card, e.g. the Card which was left in the Facility.

## **Article 3 Terms of Access to the Facilities**

1. Before using the services available in the Facility, the User must present at the Facility's reception desk: the Card (including the Mobile Card) and the Identity Document or the Mobile Card with Confirmed Identity (the User may show the Mobile Card with Confirmed Identity in most Facilities; to check if the particular Facility honours Mobile Cards with Confirmed Identity, the User should visit the Website and browse the Facility in the search tool for Facilities or check it in “Wyszukaj” [Search] tab in the Application).
2. Pre-school children shall not be required to present any Identity Document prior to using the Card. Furthermore, a User who is under 18 years of age shall report to the Facility's reception desk (other than a swimming pool Facility) that he or she is underage, and shall obtain the consent of his or her parent or legal guardian in accordance with the applicable rules of the Facility.
3. At some Facilities, the User shall additionally sign or enter his or her initials in order to confirm the visit or as otherwise required by the specific Partner.

4. The User shall not be able to use the services provided by the Facility if he or she fails to meet the conditions under these Terms and Conditions, Terms and Conditions of Use of the Application or the Partner Facility's rules of operation as determined by the Partner, in particular:
5. 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;
6. in the event that the User carries no Card and does not use the Mobile Card;
7. in the event that the User carries no Identity Document, and at the same time does not use the Confirmed Identity feature in the Application.
8. In the event that the User cancels his or her visit to a Facility, an employee of the Facility shall be notified.
9. Prior to a visit at the particular Partner Facility, Users shall familiarize themselves with the Partner Facility's rules of operation which will be made available to the Users by the Partners or which will be available on Partners' subpages presented on the Website in the Facility search feature or in "Wyszukaj" [Search] tab of the Application.
10. A Benefit Systems Employee (or a person authorized by an entity cooperating with Benefit Systems) and the Partner's employee are authorized to verify the Card (or the Mobile Card or the Mobile Card with Confirmed Identity) against the Identity Document or to withhold the Card which has been used for purposes other than intended or in breach of the Terms and Conditions.
11. The User shall observe the applicable rules of operation of the Partner's Facility, including in particular the Facility's house rules, and shall use the Facility during its opening hours (unless additional restrictions apply). As provided in the particular Partner Facility's rules of operation, the Partner may be authorized to request a refundable deposit from the User who books group classes in the given month, whereby the deposit may be non-refundable if the User does not attend the booked classes and fails to cancel his/her booking.
12. In order to ensure the Customers' satisfaction, Benefit Systems suggests contacting the Partner on the phone in advance in order to ask about vacancies and possibly book dates, provided that the Partner provides such service (e.g. group exercise classes).

#### **Article 4 Final Provisions**

1. The User may submit complaints to Benefit Systems with regard to the use of the MultiSport Program or the Card (including ordering the Card). A complaint may be submitted in an 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 Karta MultiSport" [MultiSport Card Complaint]. In the complaint, the User shall provide his or her name and surname, Card 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 email 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 authorized 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 and Conditions of Use shall not restrict or waive any consumer rights of the Users as inuring to them under unconditionally applicable laws.
4. All information pertaining to the use of the MultiSport Program or the Card may be obtained upon a written request sent by e-mail to: bok@benefitsystems.pl or by letter addressed as follows: Benefit Systems S.A. Plac Europejski 2, 00-844 Warszawa, with a notation: „bok – Karta MultiSport" [Customer Service - MultiSport Card], or by phone 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 MultiSport Program, 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 MultiSport Program. Detailed information on personal data processing may be found at <https://www.benefitsystems.pl/polityka-prywatnosci/>. Inquiries into the issues of personal data protection should be sent by e-mail to: daneosobowe@benefitsystems.pl or made by phone on (22) 242 42 42, or by letter addressed to Benefit Systems S.A.: Plac Europejski 2, 00-844 Warszawa, with a notation "dane osobowe" [Personal Data].

6. Protection of the data visible on the Card 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 calendar 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 consent to the amendments made to the Terms and Conditions, he/she may resign from his/her participation in the MultiSport Program at any time and in compliance with the provisions set out in the agreement with the Customer (in order to do so, the User may contact the Customer or Benefit Systems using the contact details specified in section 4 above, or if the User has access to the eMultiSport Platform, he/she may submit his/her resignation via the Platform). These Terms and Conditions of Use and amendments hereto shall be published on the Website in the following tab: "Regulamin" [Terms and Conditions of Use].
8. These Terms and Conditions shall become effective on 26 December 2020.

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(signature of the authorized representative)