

TERMS AND CONDITIONS
FOR THE PROVISION OF ELECTRONIC SERVICES BY
BENEFIT SYSTEMS S.A.

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§ 1. General Provisions. Definitions

1. These Terms and Conditions have been prepared in fulfillment of the obligation referred to in Article 8(1)(1) of the Act of 18 July 2002 on the Provision of Electronic Services. The Terms and Conditions set out the terms and conditions of use of:
 - 1) The website kartamultisport.pl, and
 - 2) The website multilife.com.pl, and
 - 3) The website emultisport.pl, and
 - 4) The MultiSport mobile application.
2. Sections § 1–10 of these Terms and Conditions describe the general rules applicable to all of the Websites and the Application listed in paragraph 1 above, while Appendices No. 1–4 to these Terms and Conditions contain detailed provisions relating to each Website and the Application:
 - 1) In Appendix No. 1 - concerning the website kartamultisport.pl;
 - 2) In Appendix No. 2 - concerning the website multilife.com.pl;
 - 3) In Appendix No. 3 - concerning the website emultisport.pl;
 - 4) In Appendix No. 4 - concerning the MultiSport mobile application.

In the event of any inconsistency between the provisions of § 1– §10 of these Terms and Conditions and the respective Appendix, the provisions of the Appendix shall prevail.
3. The Service Recipient is bound by those provisions of these Terms and Conditions (including the relevant Appendix No. 1–4) that apply to the specific Website or Application used by the Service Recipient. For example, if the Service Recipient does not use the website emultisport.pl, the provisions of these Terms and Conditions relating to emultisport.pl shall not be binding upon that Service Recipient.
4. These Terms and Conditions are made available in the relevant section of each Website or Application listed in paragraph 1 above. The Service Recipient may view and record the content of these Terms and Conditions by any technically feasible means.

5. The following terms used in these Terms and Conditions, written with a capital letter, shall have the meanings set out below:
- 1) **MultiSport Application / Application** – a set of services and features available to the Service Recipient within the MultiSport mobile application owned by Benefit Systems, used, among other things, to confirm eligibility to use the services of a Facility (by means of a Mobile Card, without the need to present a physical Card with a chip) and to verify the Service Recipient's identity.
 - 2) **Benefit Systems** – Benefit Systems S.A., with its registered office in Warsaw, address: Plac Europejski 2, 00-844 Warsaw, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under number KRS: 0000370919, NIP (Tax Identification Number): 836-16-76-510, National Economy Register, under REGON number 750721670, e-mail: bok@benefitsystems.pl, Phone number: (22) 242 42 42.
 - 3) **Password** – a sequence of letters, numbers, or other characters used to secure access to a given Service Recipient's Account. The Password must meet the following requirements: at least 8 characters, including 1 uppercase letter, 1 lowercase letter, 1 number, and 1 special character (e.g. !, \$, &).
 - 4) **MultiSport Card / Card** – a personal card issued by Benefit Systems entitling the User to use the services specified in the MultiSport Program available for the given type of Card. The Card may take a traditional form (a physical plastic card with a chip and the User's signature) or an electronic form within the Application, hereinafter referred to as the „**Mobile Card**.” The rules for using the Card are set out in a separate document entitled „Terms and Conditions for Using Cards under the MultiSport Program,” available at <https://www.benefitsystems.pl/dla-ciebie/multisport/>
 - 5) **Client** – an entity that enables the User to participate in the MultiSport Program or the MultiLife Program (for a User who is an Employee, this will usually be their employer; for a User who is an Additional Person, this will usually be the employer of the Employee who is a User).
 - 6) **Account** – an individual account maintained for the Service Recipient by Benefit Systems upon completion of Registration by the Service Recipient. The Account allows the Service Recipient to use all functionalities of the Websites and Applications available to them.
 - 7) **Login** – an individual identifier of the Service Recipient required, together with the Password, to access the Account. The Login is the Service Recipient's e-mail address provided during Registration.
 - 8) **Mobile Card** – the MultiSport Card in an electronic form available within the Application.
 - 9) **Additional Person** – a User who is not an Employee.
 - 10) **Partner** – an entity providing services to Users under the MultiSport Program or the MultiLife Program based on an agreement concluded with Benefit Systems or with an Affiliate of Benefit Systems.
 - 11) **Platform / eMultiSport Platform** - an online platform available at emultisport.pl, designed for the administrative management of the MultiSport and MultiLife Programs. The Service Recipient shall have access to the eMultiSport Platform only if the Client has enabled such access.
 - 12) **Employee** – a natural person employed by the Client under an employment contract or cooperating with the Client under a contract of mandate, contract for specific work, cooperation agreement, service agreement, or another legal basis.
 - 13) **Affiliate of Benefit Systems** – an entity belonging to the Benefit Systems capital group within the meaning of Article 3(1)(44) of the Accounting Act of 29 September 1994 (Journal of Laws of 2023, item 120, as amended).
 - 14) **Product** – respectively, the MultiSport Card or the MultiLife Service.
 - 15) **MultiLife Service** – a personal product issued by Benefit Systems entitling the User to use the services specified in the MultiLife Program available for the given type of MultiLife Service. The MultiLife Service is issued exclusively in electronic form (i.e., as a MultiLife Service number). The rules for using the MultiLife Service are set out in a separate document entitled „Terms and Conditions for Using Services under the MultiLife Program,” available at <https://www.benefitsystems.pl/dla-ciebie/multilife/>
 - 16) **Program** – respectively, the MultiSport Program or the MultiLife Program.
 - 17) **MultiLife Program** – a program comprising a set of wellbeing services selected by Benefit Systems to meet the needs of the Client, provided to Users. A User may participate in the MultiLife Program only if the Client has enabled such participation. The detailed scope of services available for each type of MultiLife Service is specified on the Benefit Systems website in the „MultiLife” section.
 - 18) **MultiSport Program** – a program comprising a set of sports and recreational services provided to Users. A User may participate in the MultiSport Program only if the Client has enabled such participation. The detailed scope of services available for each type of Card is specified on the Benefit Systems website at benefitsystems.pl, in the „MultiSport” section.
 - 19) **Terms and Conditions** – these Terms and Conditions, together with all appendices, which constitute an integral part hereof,

- 20) **Registration** – the action performed in the manner specified in these Terms and Conditions, required for the Service Recipient to use all functionalities of the Websites and the Application available to that Service Recipient, including the Account; such action constitutes the conclusion of the Account Agreement.
- 21) **MultiLife Platform**– an online platform available at multilife.com.pl, comprising a set of services and functions available to the User of the MultiLife Service after registration and login to the MultiLife Platform, as well as a collection of the Service Recipient's data and settings related to the operation of the services after login.
- 22) **MultiSport Zone** – an online platform available at kartamultisport.pl, comprising a set of services and functions available to the User of the MultiSport Card after registration and login to the MultiSport Zone, as well as a collection of the Service Recipient's data and settings related to the operation of the services after login.
- 23) **Website** – respectively, the website available at kartamultisport.pl, multilife.com.pl, or emultisport.pl, collectively referred to as the „**Websites**”.
- 24) **Account Agreement** – a free-of-charge agreement for the provision of electronic services concluded between the Service Recipient and Benefit Systems for an indefinite period, the subject of which is maintaining an Account for the Service Recipient.
- 25) **Service Recipient** – any person using a Website or the Application under the terms set out in these Terms and Conditions.
- 26) **User** – a natural person participating in the MultiSport Program or the MultiLife Program.

§ 2. Rights and Obligations of the Service Recipient. Account Registration

1. The Websites kartamultisport.pl and multilife.com.pl, as well as the Application, may be used by both registered and unregistered Service Recipients. The website emultisport.pl may be used only by registered Service Recipients who are Employees, and only if the Client has enabled them to use this Platform.
2. Upon the actual use of a Website or the Application by an unregistered Service Recipient, an agreement for the provision of electronic services is concluded, consisting of enabling the use of the functionalities of the Website or Application in accordance with these Terms and Conditions. The agreement is terminated upon the actual completion of the service.
3. Only a Service Recipient who is at least 13 years of age and has at least limited legal capacity may register an Account on a Website or in the Application.
4. If the Service Recipient is a child under the age of 13, registration on a Website or in the Application shall be carried out on behalf of the child by a parent or legal guardian.
5. A Service Recipient may hold only one Account.
6. To register, the Service Recipient must provide the information required in the registration form and accept these Terms and Conditions. The Service Recipient will then receive a registration confirmation and an activation link sent to the email address provided during registration. The Service Recipient must click the activation link to activate the Account. The Account Agreement is concluded upon confirmation of registration.
7. Registration or login is also possible through external authentication services indicated at the time of selecting the registration or login method (e.g., Apple, Facebook). To register or log in via an external authentication service, the Service Recipient must have an account with the provider of that service. Logging in through an external authentication service is only possible after prior registration using that service.
8. The Service Recipient's Account in the Websites and the Application is integrated in such a way that registration in one Website or in the Application enables the Service Recipient to use the remaining Websites and the Application upon logging in, without the need for separate registration (provided that the given Website or Application is available to the Service Recipient). In particular:
 - a) When registration is carried out on a Website, the Service Recipient logs in to the remaining Websites and the Application using the Login and Password established on that Website;
 - b) When registration is carried out in the Application, the Service Recipient logs in to the Websites using the Login and Password established in the Application;
 - c) When the Service Recipient's Account is deleted on a Website, the Account will also be deleted in the remaining Websites and in the Application;
 - d) When the Service Recipient's Account is deleted in the Application, the Account will also be deleted in the Websites.
9. Account registration and use are voluntary.
10. Each Service Recipient is obliged to use the Website and Application solely for their own personal use and in a manner consistent with the content of these Terms and Conditions, applicable laws, and good practices.

11. The Service Recipient is obliged to secure the data related to the Account (Login and Password, Product Number) against access by unauthorized persons. The Service Recipient should, in particular, exercise due care to maintain confidentiality and not disclose the Password to third parties. The Service Recipient is obliged to notify Benefit Systems immediately in the manner specified in § 7 below of any case of infringement of their rights to the Password or Product Number, as well as of any breach of the rules set out in these Terms and Conditions. In such a situation, the Service Recipient should immediately change the Password using the appropriate functionalities within their Account.
12. The following is expressly prohibited:
 - a) Providing unlawful content and using the Website or Application by the Service Recipient in a manner contrary to the Terms and Conditions, applicable laws, good practices, or that infringes upon the personal rights of third parties, as well as the rights and interests of Benefit System;
 - b) Modifying the Website or Application;
 - c) Placing on the Website or Application or disseminating malicious software (including viruses and trojans) or other mechanisms that could disrupt the operation of the Website or Application or cause them to function in a manner inconsistent with the Terms and Conditions;
 - d) Impersonating other persons, providing false personal data, or otherwise misleading others regarding the Service Recipient's identity;
 - e) Disclosing login data for one's Account to third parties.
13. If it is found that the Service Recipient is using the Website or Application in a manner inconsistent with applicable law or the Terms and Conditions, particularly if they are engaging in the activities described in sec. 10 - 12 above, and especially in the case of the Service Recipient circumventing the security of the Website or Application or performing other hacking activities, Benefit Systems may – with immediate effect – block their Account. Benefit Systems will promptly notify the Service Recipient of the Account block, along with the justification, to the e-mail address provided by the Service Recipient during Registration. Benefit Systems may set a deadline for restoring compliance with the law or the Terms and Conditions, and if the Service Recipient complies, Benefit Systems may unblock the Account.
14. Benefit Systems may display information to the Service Recipient in the Website and Application about products and services available to Product holders, including information concerning Benefit Systems' own products and services, as well as the products and services of Benefit Systems' contractors who offer additional benefits for Product holders (e.g., dietary, training, medical-insurance, educational-development services), using forms commonly employed on the Internet.
15. Provided the Service Recipient consents, they may receive Push notifications on the Website, i.e., short messages displayed directly on the Website's page while the Service Recipient is using the Website. Push notifications may contain administrative messages (e.g., information about a response to the Service Recipient's inquiry, a change to the Terms and Conditions, etc.) or information about products and services available to Product holders, including information concerning Benefit Systems' own products and services, as well as the products and services of Benefit Systems' contractors who offer additional benefits for Product holders (e.g., dietary, training, medical-insurance, educational-development services). The Service Recipient can disable or configure Push notifications in their browser settings.

§ 3. Withdrawal and Termination of the Account Management Agreement

1. **[Withdrawal from the Account Management Agreement]** The Service Recipient has the right to withdraw from the Account Management Agreement without giving any reason within 14 days of the date of concluding the Account Management Agreement. To exercise the right of withdrawal, the Service Recipient must inform Benefit Systems of their decision by means of a clear statement (for example, a letter sent by post, fax, or email) to the contact details: Benefit Systems S.A., Plac Europejski 2, 00-844 Warsaw, email: bok@benefitsystems.pl, phone number: (22) 242 42 42. For this purpose, the Service Recipient may use the form template provided in Appendix No. 5 to the Terms and Conditions, but this is not obligatory. As a result of withdrawal from the Account Management Agreement, Benefit Systems will immediately remove the Account from the Websites and the Application. To meet the withdrawal deadline, it is sufficient for the Service Recipient to send the communication concerning their exercise of the right of withdrawal before the withdrawal period has expired.
2. **[Termination of the Account Management Agreement]** The Service Recipient may terminate the Account Management Agreement at any time and without giving any reason. To exercise this right, the Service Recipient must inform Benefit Systems of their decision via the contact details: Benefit Systems S.A., Plac Europejski 2, 00-844 Warsaw, email: bok@benefitsystems.pl, phone number: (22) 242 42 42. In the case of the Application, the Service Recipient can use the „Delete Account” functionality available in the „Settings” tab, after first selecting the „More” option. As a result of the termination of the Account Management Agreement, Benefit Systems will remove the Account from the Websites and the Application immediately, but no later than within 14 days of the termination request (the notice period).

3. The Service Recipient's withdrawal from or termination of the Account Management Agreement is not equivalent to the User's resignation from participation in the MultiSport Programme (i.e., from the MultiSport Card) or the MultiLife Programme (i.e., from the MultiLife Service). The User is entitled to resign from participation in the MultiSport Programme or the MultiLife Programme at any time, on the terms described in the agreement concluded with the Client. To resign from the MultiSport Programme or the MultiLife Programme, the User may contact the Client or Benefit Systems in the manner specified in § 7 below, or, if the User has access to the eMultiSport Platform, they may submit their resignation through this Platform. The detailed principles for the User's resignation from participation in the MultiSport Programme or the MultiLife Programme are specified in the regulations of these Programmes, available on the website benefitsystems.pl, under the „MultiSport” or „MultiLife” tabs, respectively.
4. For all matters related to the processing of the Service Recipient's personal data by Benefit Systems and the exercise of the Service Recipient's rights under the GDPR, the Service Recipient may contact Benefit Systems at the following contact details: via the contact form at <https://www.benefitsystems.pl/formularz-dane-osobowe/>, e-mail: daneosobowe@benefitsystems.pl, phone number: (22) 242 42 42, postal address: Benefit Systems S.A., Plac Europejski 2, 00-844 Warsaw. Contact with the Data Protection Officer is possible via email at iod@benefitsystems.pl or by post to: Benefit Systems S.A., Pl. Europejski 2, 00-844 Warsaw, with the notation „IOD”.
5. Benefit Systems is authorized to terminate the Account Management Agreement with a 14-day notice period (by sending the notice of termination to the Service Recipient via electronic mail) for important reasons, i.e., in the event of the following circumstances:
 - 1) The lapse of an uninterrupted period of at least 18 months during which the Service Recipient has not held a Product.
 - 2) A decision by the Client to revoke the Service Recipient's entitlement to use the MultiSport Programme or the MultiLife Programme.
 - 3) The death of the Service Recipient.
 - 4) A gross violation of the Terms and Conditions by the Service Recipient, i.e., in situations where the Service Recipient (closed list) violates the provisions of § 2 sec. 1, 3 – 7, 10 – 12 of the Terms and Conditions.

As a result of the termination of the Account Management Agreement, Benefit Systems will remove the Account from the Websites and the Application within 14 days of the date of termination.

§ 4. Technical Requirements. Specific Risks Related to the Use of Electronically Provided Services

1. Benefit Systems makes efforts to ensure that the use of the Website is possible for the Service Recipient via the Internet using all common web browsers, operating systems, types of computers, and types of internet connections. Benefit Systems does not guarantee and is not responsible for every configuration variant of the electronic equipment possessed by the Service Recipient enabling the use of the Website, whereby the minimum technical requirements enabling the use of the Website, subject to the preceding sentence, are as follows:
 - a) Possession of a computer or other electronic device with internet access and an internet connection with a bandwidth of at least 2 Mb/s;
 - b) With an operating system: Windows 7 or newer, Mac OS X 10.7 or newer, Ubuntu 10 or newer;
 - c) Equipped with a current version of a web browser: Google Chrome, Firefox, Microsoft Edge, Safari, or Opera, which supports Cookies and JavaScript.
2. Benefit Systems declares that the public nature of the Internet and the use of services provided electronically may be associated with the risk of the Service Recipient's data being obtained and modified by unauthorized persons. Therefore, Service Recipients should employ appropriate technical measures to minimize the aforementioned risks. In particular, they should use antivirus software and tools to protect the identity of Internet users.
3. Benefit Systems implements technical and organizational measures appropriate to the level of risk, including measures to prevent the acquisition and modification of personal data transmitted via the Internet by unauthorized persons, in order to ensure the security of messages and data transmitted within the Website. Benefit Systems ensures the security of data transmission within the Website by using the HTTPS protocol and by signing data from the Service Recipient's device with an SSL certificate.
4. The fundamental, potential threats associated with using the Internet include:
 - a) Malicious software (malware);
 - b) Various types of applications or scripts with harmful, criminal, or malicious effects on the Service Recipient's IT system or network, such as viruses, worms, trojans (trojan horses), keyloggers, dialers;
 - c) Spyware;

- d) Programs that track the Service Recipient's activities, collecting information about the Service Recipient and sending it, typically without their knowledge and consent, to the program's author;
 - e) Spam;
 - f) Unsolicited and unrequested electronic messages sent simultaneously to multiple recipients, often containing advertising content;
 - g) Phishing, i.e., the fraudulent acquisition of confidential personal information (e.g., passwords) by impersonating a trustworthy person or institution;
 - h) Unauthorized access (hacking) into the Service Recipient's IT system using tools such as exploits or rootkits.
5. Protection against the threats associated with the Service Recipient's use of electronically provided services is also ensured by:
- a) an enabled network firewall,
 - b) updating all software,
 - c) not opening email attachments from unknown sources,
 - d) reading application installation on Windows, as well as their licenses,
 - e) disabling macros in MS Office files from unknown origins,
 - f) regular full system scans with an antivirus and anti-malware program,
 - g) encrypting data transmission,
 - h) installing preventive programs (intrusion detection and prevention systems),
 - i) using an original operating system and applications from a legal source.
6. Detailed provisions regarding technical requirements and risks associated with the use of electronically provided services relating to the Application are contained in Appendix No. 4 – the rules for the MultiSport mobile application.

§ 5. Personal Data

- 1. The administrator of the Service Recipients' personal data is Benefit Systems.
- 2. Detailed information on the processing of personal data is available here: <https://www.kartamultisport.pl/obowiazek-informacyjny>

§ 6. Intellectual Property Rights

- 1. The intellectual property rights to the Websites and the Application, and to all content comprising or available on the Websites or in the Application, such as: texts, graphics, logos, icons, images, photographs, audio files, video files, data files, presentations, computer programs, navigation solutions, the selection and arrangement of content presented within the Websites or the Application, and all other data, are protected by intellectual property rights (copyrights, trademark rights, or other exclusive rights) vested in Benefit Systems or entities with which Benefit Systems has agreed to the use of such content for the operation of the Website or the Application. No. part of the Websites and the Application, or the content disseminated therein, may be stored, reproduced, distributed in any form or by any means, or be the subject of trade without the prior written consent of Benefit Systems.
- 2. By using the Website and the Application, no intellectual property rights, in particular copyrights to the Website or the Application or any part thereof, are transferred to the Service Recipient. Upon acceptance of these Terms and Conditions, Benefit Systems grants the Service Recipient permission to use the Website or the Application in accordance with the provided functionalities and these Terms and Conditions, without territorial limitations, for the scope of permissible personal use.

§ 7. Contact and Complaints

- 1. The Service Recipient may contact Benefit Systems by post at Benefit Systems S.A., Plac Europejski 2, 00-844 Warsaw, adding the name of the Website or Application which the contact concerns, or by email at: bok@benefitsystems.pl or by calling the helpline at (22) 242 42 42. The call cost is in accordance with the operator's rate for domestic calls.
- 2. The Service Recipient may submit complaints related to the use of the Website, the Application, the MultiSport Programme, or the MultiLife Programme, at the choice of the person lodging the complaint: in writing to the address of Benefit Systems:

Plac Europejski 2, 00-844 Warsaw, with the notation „Complaint” or by email to: reklamacje@benefitsystems.pl, entering „Complaint” in the email subject line.

3. The complaint should contain information identifying the person submitting the complaint (first and last name, Login, Product Number), a precise postal address or email address for the response to the complaint, as well as the reason for the complaint and the content of the request.
4. A response to the complaint will be provided within 14 days of the date of receipt of the complaint by Benefit Systems. If the complaint does not contain the information necessary to process it, Benefit Systems will ask the complainant to supplement it accordingly, and the 14-day period will then run from the date of delivery of the supplemented complaint.
5. The response to the complaint is provided in writing or by email, depending on the method of submitting the complaint, to the address provided in the complaint notification.
6. Complaints are processed based on the provisions of the Terms and Conditions and the generally applicable laws in Poland.

§ 8. Liability

1. Benefit Systems is authorized to interrupt or disrupt the provision of electronic services and the availability of the Website or the Application if the reason for such interruption or disruption is:
 - 1) Modification, modernization, expansion, or maintenance of the IT system or software of Benefit Systems, provided that Service Recipients are informed in advance by posting a notice on the Website or in the Application.
 - 2) Reasons beyond the control of Benefit Systems (force majeure, actions or omissions of third parties for which Benefit Systems is not responsible).
2. The pages of the Website or the Application may contain links (connections) to websites enabling the use of internet services or electronically provided services that are made available or provided by Partners. Service Recipients use the internet services and electronically provided services of Partners at their own risk. Furthermore, these Terms and Conditions do not apply to internet services and electronically provided services made available or provided by Partners. In such a case, the terms and conditions specified separately by the Partners shall apply.
3. Benefit Systems shall not be liable to Service Recipients for:
 - 1) Any failure to operate or difficulties in using the Website or the Application resulting from causes attributable to the Service Recipient.
 - 2) The loss of the Service Recipient's Password or its acquisition by third parties (regardless of the manner). However, Benefit Systems shall be liable if the loss of the Password by the Service Recipient or its acquisition by third parties occurred due to causes for which Benefit Systems is responsible.
 - 3) Damages caused by the action or omission of the Service Recipient, in particular for their use of the Website or the Application in a manner inconsistent with applicable law or the Terms and Conditions.
4. Service Recipients may use the services available on the Website and in the Application in a manner appropriate to their state of health and physical condition.

§ 9. Amendment of the Terms and Conditions

1. For important reasons, Benefit Systems may introduce amendments to the Terms and Conditions. An important reason for amending the Terms and Conditions is:
 - a) a change to existing, the introduction of new, or the discontinuation by Benefit Systems of offering certain products or services;
 - b) a change in the methods of service provision;
 - c) a rebranding;
 - d) the necessity to introduce a change caused by an amendment to generally applicable legal provisions or their interpretation;
 - e) the necessity to introduce a change caused by an administrative decision, a court judgment, or another similar act (e.g., guidelines from competent public authorities);
 - f) a technical change related to the operation of the Website or the Application, including a change or expansion of the Website's or Application's functionality;
 - g) a change justified by improving the quality of service provision or increasing the security of Service Recipients;

- h) preventing violations of the Terms and Conditions or counteracting abuses;
 - i) removing ambiguities or interpretive doubts concerning the content of the Terms and Conditions;
 - j) the introduction by Benefit Systems of organizational or technological changes, including those related to customer service principles, which affect the service provided to Service Recipients.
2. Each Service Recipient will be informed of the content of the amendments to the Terms and Conditions by sending a notification of the change to the Service Recipient's email address and/or by posting it on the website of the Website or in the Application. The current version of the Terms and Conditions is always available in the relevant section of the Website or the Application.
- Amendments to the Terms and Conditions will come into effect on the date specified in the change notification, but not earlier than 14 days from the date of notifying about the change. In the event of non-acceptance of the changes, the Service Recipient may terminate the Account Management Agreement (as referred to in § 3, section 2 of the Terms and Conditions).

§ 10. Final Provisions

1. The law applicable for resolving any disputes related to these Terms and Conditions is Polish law. These disputes shall be settled by the competent local court of general jurisdiction.
2. Benefit Systems informs Service Recipients about the possibility of using out-of-court methods for handling complaints and pursuing claims. The rules of access to these procedures are available at the seats or on the websites of entities authorized for out-of-court dispute resolution. These may include, in particular, consumer rights ombudsmen or Provincial Inspectorates of the Trade Inspectorate, a list of which is available on the website of the Office of Competition and Consumer Protection. Benefit Systems informs that the online platform for resolving disputes between consumers and traders at the EU level (the ODR platform) is available at <http://ec.europa.eu/consumers/odr/>. Benefit Systems does not participate in the out-of-court resolution of disputes referred to in the Act of 23 September 2016 on out-of-court resolution of consumer disputes.
3. These Terms and Conditions do not exclude or limit any rights of Service Recipients which are granted to them under mandatorily applicable provisions of the law.
4. For matters not regulated by the provisions of these Terms and Conditions, the generally applicable provisions of Polish law shall apply.
5. These Terms and Conditions are effective as of 1 December 2025.

Appendix No. 1

Rules for the kartamultisport.pl website

1. For unregistered Service Recipients, the MultiSport Zone enables the search for Facilities and browsing of selected content, including information about the MultiSport Programme and FAQs.
2. Access to services within the MultiSport Zone is available only to registered and logged-in Service Recipients who possess an active MultiSport Card.
3. Access to services within the MultiSport Zone is free of charge for Service Recipients with an active MultiSport Card. Furthermore, the Service Recipient bears the cost of data transmission required to launch and use the MultiSport Zone, as determined by the telecommunications operator whose services the Service Recipient uses.
4. Within the MultiSport Zone, the Service Recipient can use the following functionalities:
 - a) Service Recipient's Account;
 - b) Facility search engine;
 - c) Services available under the MultiSport Programme for logged-in Service Recipients who possess an active MultiSport Card, the current scope of which for a given type of Card is available on the website www.benefitsystems.pl or kartamultisport.pl
5. Benefit Systems may enable Service Recipients to use services other than those listed in section 4 above, as described within the MultiSport Zone or upon acceptance of separate terms and conditions for a given service.
6. The MultiSport Zone utilizes a geolocation functionality for searching for Facilities. The geolocation functionality is disabled by default. The Service Recipient may independently enable geolocation by consenting to the saving of their device's location. Geolocation is not essential for using the Facility search engine.

Appendix No. 2

Rules for the multilife.com.pl website

1. For unregistered Service Recipients, the MultiLife Platform enables the browsing of selected content, including information about the MultiLife Programme and FAQs.
2. Access to services within the MultiLife Platform is available only to registered and logged-in Service Recipients who possess an active MultiLife Service.
3. Access to services within the MultiLife Platform may be subject to a fee for Service Recipients with an active MultiLife Service, in the amount and on the terms specified in the agreement with the Client. Furthermore, the Service Recipient bears the cost of data transmission required to launch and use the MultiLife Platform, as determined by the telecommunications operator whose services the Service Recipient uses.
4. Within the MultiLife Platform, the Service Recipient can use the following functionalities:
 - a) Service Recipient's Account;
 - b) Services available under the MultiLife Programme for logged-in Service Recipients who possess an active MultiLife Service, the current scope of which for a given type of Service is available on the website www.benefitsystems.pl or multilife.com.pl.
5. Benefit Systems may enable Service Recipients to use services other than those listed in section 4 above, as described within the MultiLife Platform or upon acceptance of separate terms and conditions for a given service.

Appendix No. 3

Rules for the emultisport.pl website

§ 1. Definitions. General Provisions

1. The following terms used in the Terms and Conditions, starting with a capital letter, shall have the following meaning:
 - 1) **Settlement Agent** – means the entity handling the Payment process.
 - 2) **Business Days** – means days of the week from Monday to Friday, excluding statutory public holidays.
 - 3) **Delivery** – means the physical act of delivering the Product/Products to the User via the Client. In the case of the MultiLife Service, Delivery consists of the Operator sending the MultiLife Service number to the User's email address provided when placing the order for the MultiLife Service.
 - 4) **Platform User** – means the Ordering Party or the Administrator.
 - 5) **Operator** – means Benefit Systems.
 - 6) **Payment** – means the payment of the fee for the User's participation in the MultiSport Programme or the MultiLife Programme, based on the concluded Product Usage Agreement.
 - 7) **MultiLife Service Usage Regulations** – means the rules for using the MultiLife Service specified in the separate "MultiLife Programme Service Usage Regulations" available on the website: <https://www.benefitsystems.pl/dla-ciebie/multilife/>
 - 8) **MultiSport Card Usage Regulations** – means the rules for using the MultiSport Card specified in the separate "MultiSport Programme Card Usage Regulations" available on the website: <https://www.benefitsystems.pl/dla-ciebie/multisport/>
 - 9) **Product Usage Agreement** – means the agreement for the provision of services under the MultiSport Programme or the MultiLife Programme, concluded between the Ordering Party and the Operator electronically via the Account, on the terms set out in these Terms and Conditions, based on which the Operator provides the User with the service of participation in the MultiSport Programme or the MultiLife Programme and delivers the ordered MultiSport Cards or MultiLife Services entitling the use of services specified in, respectively, the MultiSport Programme or the MultiLife Programme, and the Ordering Party, by making the Payment, finances or co-finances the cost of participation in the Programme. The Ordering Party may conclude a Product Usage Agreement only and exclusively on the condition that the Client has enabled them to do so based on the Master Agreement.
 - 10) **Framework Agreement** – means the service agreement concluded between the Client and the Operator, specifying the rules of participation in the MultiSport Programme or the MultiLife Programme by Users, the deadline for ordering Products (MultiSport Cards or MultiLife Services), the period for which Products can be ordered, the number of Products of a given type available to the Ordering Party, and the possible scope of financing or co-financing of the Product cost by the Ordering Party.
 - 11) **Ordering Party** – means an Employee with full legal capacity using.
 - 12) **Product Order** – means the action performed by the Ordering Party using the Account, which creates an obligation for the Operator to provide the User with the service of participation in the MultiSport Programme or MultiLife Programme and to deliver the ordered Products (MultiSport Cards or MultiLife Services) or activate them, entitling the use of services specified in the Programme. The Ordering Party may place a Product Order only and exclusively on the condition that the Client has enabled them to do so based on the Framework Agreement.
 - 13) **Administrator** – means an Employee using the Platform on behalf of the Client, authorized by the Client to perform activities related to administering the MultiSport Programme or MultiLife Programme via the Platform, within the scope and on the terms specified in the Framework Agreement.
2. Given that the basis for using the Programme is the Framework Agreement, before starting to use the Platform or the Programme, the Platform User should obtain information about the scope and manner of using the Platform or the Programme from their employer or principal (the Client). The Operator provides Platform Users, via the Platform, with information on the detailed rules for using the Platform and the Programme, including the available types of MultiSport Cards or MultiLife Services. The current scope of services available for specific types of MultiSport Cards and MultiLife Services is specified on the website www.benefitsystems.pl under the "MultiSport" or "MultiLife" tabs, respectively. Any change to the manner of using the Programme by a specific Platform User is made by the Operator solely upon the request of the Client.

§ 2. Registration. Use of the Account

1. The Ordering Party completes the Registration process as described in § 2 of the main Terms and Conditions, unless otherwise stipulated in the Framework Agreement.
2. The Administrator completes the Registration process as follows: The Operator creates an Account for the Administrator using the Administrator's details provided in the Framework Agreement. Subsequently, the Operator sends a confirmation of the Account creation and an activation link to the Administrator. The Administrator should click the activation link to confirm the Registration, accept the Terms and Conditions, and set a Password. The Account Management Agreement is concluded at the moment the Registration is confirmed.
3. The Framework Agreement may specify a different Registration procedure, about which the Platform User will be informed by the Operator or the Client.
4. Within the Platform, the Ordering Party can use the following functionalities: concluding Product Usage Agreements or placing Product Orders, ordering a Product duplicate, activating and deactivating a Product, and other functionalities described on the Platform; the scope of functionalities available to the Ordering Party results from the Framework Agreement.
5. Within the Platform, the Administrator can use functionalities enabling the performance of activities related to administering the MultiSport Programme or the MultiLife Programme via the Platform (e.g., ordering a Product, ordering a Product duplicate, activating and deactivating a Product, and other functionalities described on the Platform); the scope of functionalities available to the Administrator results from the Framework Agreement.
6. In the event of termination of the Framework Agreement by the Operator or the Client, Benefit Systems will block access to the Platform for the Platform Users associated with that Client, effective on the date of termination of the Framework Agreement. The Platform Users will still retain their Accounts and will be able to use the other Websites and the Application (other than the Platform).
7. If, by the Client's decision, a Platform User is deprived of the right to use the Platform or the MultiSport Programme or the MultiLife Programme, Benefit Systems will block that Platform User's access to the Platform effective from the date specified by the Client. The Platform User will still retain their Account and will be able to use the other Websites and the Application (other than the Platform).
8. The Client's cessation of payment for obligations arising from the Framework Agreement entitles the Operator to block access to the Platform for the Platform Users associated with that Client. Access will be reinstated upon settlement of the outstanding payments.

§ 3. Product Ordering (in the case of full Programme financing by the Client)

1. An Ordering Party whose cost of participation in the MultiSport Programme or MultiLife Programme (or the cost for their Additional Person) is fully financed by the Client, in order to use the services provided under the Programme, places a Product Order. The scope of services available to the Ordering Party results from the provisions of the Framework Agreement concluded between the Client and the Operator, which specifically defines the rules for participation in the MultiSport Programme or MultiLife Programme, the principles and method for ordering MultiSport Cards or MultiLife Services, the validity period of the MultiSport Cards or MultiLife Services, and the number of a given type of MultiSport Cards or a given type of MultiLife Services available to the User.
2. To place a Product Order for themselves, the Ordering Party selects a Product (a MultiSport Card or a MultiLife Service), consents 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 MultiSport Card Usage Regulations or the MultiLife Service Usage Regulations, depending on which Programme they are applying for.
3. To place a Product Order for an Additional Person, the Ordering Party selects a Product (a MultiSport Card or a MultiLife Service) and specifies the email address of the Additional Person. An email will be sent to this address from the Operator regarding the Product order, requesting the Additional Person to complete the required data, consent to the processing of personal data for the purpose of using services in connection with the MultiSport Programme or MultiLife Programme (as applicable), and accept the MultiSport Card Usage Regulations or the MultiLife Service Usage Regulations (as applicable), depending on which Programme the Ordering Party is registering the Additional Person for. The Additional Person will receive an email to the specified address informing them of the need to complete their data, provide the aforementioned consent, and accept the relevant Regulations. Expressing the above consents is a condition for receiving the Product. The Ordering Party will receive a notification from the Operator once the Additional Person has completed their data and provided the necessary consents. For a minor Additional Person, the consent for the processing of personal data and the acceptance of the MultiSport Card Usage Regulations or MultiLife Service Usage Regulations must be provided by a parent or legal guardian.
4. In the Framework Agreement, the Operator and the Client may establish a different process for placing Orders than the one described in sections 2 and 3 above (e.g., the Operator may provide the Ordering Party with the option to attach a signed scan of a declaration from the Additional Person, or from the parent or legal guardian of a minor Additional Person, regarding consent to the processing of personal data for the purpose of using services in connection with the MultiSport Programme or

MultiLife Programme; alternatively, the Client may be responsible for collecting and archiving the appropriate written consents from the Additional Persons).

5. Immediately after the Ordering Party places a Product Order, an automatic confirmation message will be sent to their email address, acknowledging receipt of the Product Order. The confirmation will also be available in a dedicated section of the Ordering Party's Account. This confirmation will contain the following information: the type of Product (MultiSport Card or MultiLife Service), the date from which the Product will be active, and potentially the period for which the Product was ordered.
6. After the Ordering Party places a Product Order, the Operator carries out the Delivery of the Product/Products in the manner and within the timeframe specified in the Framework Agreement.
7. The above provisions do not preclude the possibility of the Ordering Party simultaneously placing a Product Order for themselves without making a payment under the procedure of this paragraph, and placing a Product Order for an Additional Person with an obligation to pay under the procedure of § 4 of this Appendix No. 3 to the Terms and Conditions (Product Usage Agreement). In such a situation, the provisions of § 4 below shall apply to the Product Orders for the Additional Person.

§ 4. Product Usage Agreement (in the case of Programme financing or co-financing by the Ordering Party)

1. An Ordering Party that finances or co-finances the cost of participation in the MultiSport Programme or MultiLife Programme (for themselves or for an Additional Person), in order to use the services provided under the Programme, concludes a Product Usage Agreement.
2. Information regarding the detailed rules for using the Programme, in particular the amounts and deadlines for Payments, is made available to the Ordering Party on the Platform in a manner enabling them to review it before proceeding with the procedure for concluding the Product Usage Agreement described in the following paragraphs.
3. The Product Usage Agreement is concluded for an indefinite period and may be terminated with a notice period ending at the close of the calendar month in which the notice was given, unless otherwise stipulated in the Framework Agreement.
4. To conclude a Product Usage Agreement for themselves, the Ordering Party selects a Product (a MultiSport Card or a MultiLife Service), consents 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 MultiSport Card Usage Regulations or the MultiLife Service Usage Regulations, respectively, depending on which Programme they are applying for.
5. To conclude a Product Usage Agreement for an Additional Person, the Ordering Party selects a Product (a MultiSport Card or a MultiLife Service) and specifies the email address of the Additional Person. An email will be sent to this address from the Operator regarding the Product order, requesting the Additional Person to complete the required data, consent to the processing of personal data for the purpose of using services in connection with the MultiSport Programme or MultiLife Programme (as applicable), and accept the MultiSport Card Usage Regulations or the MultiLife Service Usage Regulations (as applicable), depending on which Programme the Ordering Party is registering the Additional Person for. The Additional Person will receive an email to the specified address informing them of the need to complete their data, provide the aforementioned consent, and accept the relevant Regulations. Expressing the above consents is a condition for receiving the Product. The Ordering Party will receive a notification from the Operator once the Additional Person has completed their data and provided the necessary consents. For a minor Additional Person, the consent for the processing of personal data and the acceptance of the MultiSport Card Usage Regulations or MultiLife Service Usage Regulations must be provided by a parent or legal guardian.
6. In the Framework Agreement, the Operator and the Client may establish a different process for concluding the Product Usage Agreement than the one described in sections 4 and 5 above (e.g., the Operator may provide the Ordering Party with the option to attach a signed scan of a declaration from the Additional Person, or from the parent or legal guardian of a minor Additional Person, regarding consent to the processing of personal data for the purpose of using services in connection with the MultiSport Programme or MultiLife Programme; alternatively, the Client may be responsible for collecting and archiving the appropriate written consents from the Additional Persons).
7. The Ordering Party specifies whether the use of the services specified in the Programme is to commence before the expiry of the withdrawal period from the Product Usage Agreement by selecting the appropriate option on the Platform.
8. Subsequently, the Ordering Party selects the "I Pay" command or an equivalent command located in the relevant section of the Platform. Selecting the "I Pay" command or its equivalent constitutes the submission of an offer to the Operator to conclude the Product Usage Agreement. This offer is accepted immediately by the Operator through sending the Ordering Party a confirmation of the conclusion of the Product Usage Agreement, as referred to in the following sections 9 and 10.
9. Immediately after the Ordering Party selects the "I Pay" command or its equivalent, an automatic message confirming the conclusion of the Product Usage Agreement will be sent to

the email address provided in their Account details. At this moment, the Product Usage Agreement is concluded. The confirmation will also be available in a dedicated section of the Ordering Party's Account.

10. The confirmation of the conclusion of the Product Usage Agreement will include, among other things, the following information: the type of Product (MultiSport Card or MultiLife Service), the date from which the Product will be active, the Payment due dates, the method and timeframe for Product Delivery, the validity period of the Product (if applicable), and information on the right of withdrawal from the Product Usage Agreement.
11. After the conclusion of the Product Usage Agreement and the completion of the Payment, the Operator carries out the Delivery of the Product/Products.
12. The Payment amount binding the parties to the Product Usage Agreement constitutes the amount financed or co-financed by the Ordering Party for the cost of participation in the Programme. It is specified in Polish Zloty (PLN) and is indicated on the Platform at the moment the Ordering Party places the order for the Product.
13. In the case of the Ordering Party setting up a recurring card payment instruction, the Operator is responsible for correctly initiating the payment.
14. The Operator will issue accounting documents in accordance with applicable laws for the costs of participation in the Programme borne by the Ordering Party and paid via the Platform, corresponding to the amount of the Payment made.

§ 5. Payments

1. The handling of Payments made on the Platform via bank transfer or payment card, conducted under the concluded Product Usage Agreement, is managed by PayU S.A. with its registered office in Poznań at 186 Grunwaldzka Street 186, registered in the Entrepreneurs Register kept by the District Court Poznań - Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS number: 0000274399, having Tax Identification Number (NIP): 779-23-08-495, National Economy Register, under REGON: 300523444, acting as the Settlement Agent.
2. Once the Product Usage Agreement has been concluded, the Customer who:

1) Entered into a Product Usage Agreement before 1 January 2023 , may choose their preferred payment method:	a) Independently – in such a case, the Customer is obliged to instruct the Payment Agent to make the Payment before the start of each subsequent Billing Period, within the timeframe specified in the Product Usage Agreement, or
	b) Via the Operator – in such a case, the Operator is obliged to instruct the Payment Agent to make the Payment within the timeframe specified in the Product Usage Agreement, without the need for the Customer to issue separate payment instructions each time.
2) Before 1 January 2023 , held a Product Usage Agreement for the MultiSport Programme, and after 1 January 2023 , entered into a Product Usage Agreement for the MultiLife Programme for the first time , may make payments:	In the form of a recurring card payment via the Operator – in this case, the Operator is obliged to instruct the Payment Agent to make the payment within the timeframe specified in the Product Usage Agreement, without the Customer needing to issue separate payment instructions each time.
3) After 1 January 2023 , if you entered into a Product Usage Agreement for the MultiLife Programme for the first time , may make payments:	

3. The Customer is responsible for making payments independently. The Operator does not charge the Customer any fees for processing payments via the Payment Agent.
4. Failure to make payment within the deadline specified in the Product Usage Agreement will result in the Product being blocked, i.e., the suspension of the right to use the services covered by the Programme. No participation fees will be charged by the Operator during the suspension period.
5. If the Product remains blocked due to non-payment for a period exceeding nine consecutive months, the Operator may terminate the Product Usage Agreement with one month's notice (i.e., the Operator will send the Customer an electronic notification one month before termination, informing them of the planned termination of the Product Usage Agreement).
6. Any complaints regarding the non-performance or improper handling of payments may be submitted by the Customer directly to the Payment Agent or the Operator.

§ 6. Withdrawal from the Product Usage Agreement

1. The Customer may withdraw from the Product Usage Agreement, in whole or in part, without giving any reason, within 14 days from the date of concluding the agreement, i.e., from the date of receiving confirmation of its conclusion referred to in § 4 sections 9 and 10, together with information about the right of withdrawal.
2. To exercise the right of withdrawal, the Customer must inform Benefit Systems of their decision through a clear statement (for example, a letter sent by post, fax, or email) using the following contact details: Benefit Systems S.A., Plac Europejski 2, 00-844 Warsaw, email: bok@benefitsystems.pl, phone: (22) 242 42 42. The Customer may use the template form attached as Appendix 6 to the Regulations, but this is not mandatory. To meet the withdrawal deadline, it is sufficient for the Customer to send the communication regarding the exercise of their right of withdrawal before the expiry of the withdrawal period.
3. In the case of Products issued for Additional Persons, withdrawal from the Product Usage Agreement in relation to a Product issued for the Employee shall also be deemed to include withdrawal from the Product Usage Agreement for all Products issued for Additional Persons, unless the Primary Agreement provides otherwise.
4. If the Customer withdraws from the Product Usage Agreement, the Operator is obliged to refund the Customer the amount of funds paid independently by the Customer in connection with the financing or co-financing of the Product costs (including the costs of delivering the Product, except for any additional costs resulting from a delivery method chosen by the Customer other than the cheapest standard delivery method offered by the Operator), using the same payment method that the Customer used, unless the Customer has expressly agreed to a different refund method that does not incur any additional costs for them.
5. Refunds will be made without undue delay, and in any event no later than 14 days from the date on which the Operator receives the Customer's statement of withdrawal from the Product Usage Agreement.
6. If, at the explicit request of the Customer, the use of services under the Product Usage Agreement begins before the expiry of the withdrawal period referred to in section 1 above, the Customer is obliged to pay for the services provided by the Operator in relation to:
 - a) The MultiSport Card issued for the Employee and the MultiSport Cards issued for Additional Persons; or
 - b) The MultiLife service provided for the Employee and the MultiLife services provided for Additional Persons;

Up to the point of withdrawal from the Product Usage Agreement, at a rate of 1/30 of the monthly fee for using the services under the MultiSport Programme or MultiLife Programme for each day the services are used by the Customer or Additional Users. The Platform Operator is entitled to deduct this amount from the refund referred to in section 5 above.

Appendix No. 4

Rules for the MultiSport Mobile Application

§ 1. Definitions and General Provisions

1. The following capitalised terms used in the Regulations have the meanings set out below:
 - 1) **Identity Document** – a document by which the User's identity can be verified, containing the User's name and photograph, issued by a public administration authority (in particular, identity card, passport, residence card, driving licence), a professional self-government body (official ID), a primary school, secondary school, art school (school ID), or higher education institution (student ID). Official service identifiers do not qualify as Identity Documents. An Identity Document also includes displaying on a mobile device screen the User's personal data via the mTożsamość function available in the mObywatel application;
 - 2) **Child** – an Employee's child under the age of 15 years;
 - 3) **Kids Card** - a Card issued by Benefit Systems for a Child, including: MultiSport Kids Card, MultiSport Kids Aqua Card, MultiSport Plus Child Card, MultiSport Classic Child Card, MultiActive Child Card, MultiActive Kids Card, MultiSport Classic Kids Card, MultiSport Light Kids Card, or MultiSport Light Child Card;
 - 4) **Student Card** - a Card issued by Benefit Systems for Youth;
 - 5) **Youth** - an Employee's child aged between 16 and 26 years;
 - 6) **Facility** - a venue where sport and recreational services are provided under the MultiSport Programme;
 - 7) **Verified Identity** – a feature of the Application that confirms verification of the User's identity.
2. The Application can be downloaded from the app store appropriate for the User's mobile device, including Google Play, Huawei AppGallery, or the App Store.
3. The Application may be used either as an unregistered or registered User.
4. Any person who downloads the Application to their mobile device may use it as an unregistered User.
5. Access to services within the Application is only available to registered and logged-in Users who hold an active MultiSport Card (subject to the services described in § 3, sections 1 and 2 below).

§ 2. Technical Requirements

1. Downloading the Application requires a mobile device (mobile phone or tablet) with Internet access.
2. Using the Application requires a mobile device (mobile phone or tablet) running Android or iOS with a minimum system version of Android 8.0 or iOS 14.0, and a connection to the Internet.
3. The technical security measures provided within the Application include:
 - d) API connection encryption using SSL;
 - e) authorization via an OAuth server.
4. Benefit Systems declares that due to the public nature of the Internet and the use of services provided electronically, there is a risk of unauthorised access to and modification of User data. Therefore, Users should apply appropriate technical measures to minimise these risks. In particular, Users should use antivirus and identity protection software when accessing the Internet. Benefit Systems will never request a User to provide their Password in any form.

§ 3. Functionalities

1. For unregistered Users, the Application allows searching for Facilities and sharing the Application with other Users. Unregistered Users can also browse selected content, including information about the MultiSport Programme, contact details, and FAQs.

2. A registered and logged-in User of the Application can use all functionalities available to unregistered Users, as well as the following features, which are only accessible to logged-in Users:
 - a) User Account;
 - b) Pedometer;
 - c) Rating the Application and leaving comments via the additional “Rate the App” module;
 - d) Other services are described in the Application for logged-in Users.
3. A registered and logged-in User who holds an active MultiSport Card can use the functionalities listed in sections 1–2 above, and additionally:
 - a) Access to video content;
 - b) Adding Facilities found via the search function to the “Favourites” category and reviewing visits made by the User at the Facilities;
 - c) Linking a Mobile Kids Card to the User Account – functionality available only to Users who are Employees;
 - d) Sharing a Mobile Kids Card with other registered Users of the Application (excluding other Kids Card Users) – functionality available only to Users who are Employees;
 - e) Verified Identity;
 - f) Other services are described in the Application for logged-in Users who hold an active MultiSport Card.
4. The Application features geolocation functionality when searching for Facilities. Geolocation is disabled by default. The User may activate geolocation independently by granting permission to record the location of their mobile device. Geolocation is not required to use the search function.
5. **[Linking a Mobile Kids Card to the User Account]** A User who is an Employee may link to their Account only the Kids Card issued for a Child registered in the MultiSport Programme by that Employee. Once the linking is confirmed, the Mobile Kids Card will be visible on the User Account as an additional Mobile Card.
6. **[Sharing a Mobile Kids Card with other registered Users (excluding other Kids Card Users)]** Once a Mobile Kids Card is linked to their Account, a User who is an Employee may use the functionality that allows them to share the Mobile Kids Card with other registered Users of the Application (including Student Card Users, but excluding other Kids Card Users). Once the linking is confirmed, the Mobile Kids Card will be visible on the User Account as an additional Mobile Card. In the case of sharing a Mobile Kids Card with a Student Card User under 18 years of age, during their visit to a Facility, both the Student Card User and the Kids Card User must report to the Facility reception (except for swimming pool Facilities) that they are minors and present parental or legal guardian consent for the visit, in accordance with the rules in force at the Facility.
7. **[Verified Identity]** To obtain Verified Identity, the User should complete the identity verification process as follows:
 - a) The User should upload a photo from their mobile device to the Application, and then;
 - b) The User should present their Identity Document at the Facility along with the Application displaying the photo uploaded in step (a), together with a QR code or token number generated in the presence of Facility staff for identity verification. Once the identity is confirmed at the Facility, the User will be granted Verified Identity status in the Application, which will be automatically marked in the Application with the annotation “Verified” on the User Account;
 - c) Verification of a Child’s identity may be carried out either by the User who registered the Child in the MultiSport Programme or by the User to whom the Child’s Mobile Kids Card has been shared. In all cases, verifying a Child’s identity requires presenting the Child’s Identity Document at the Facility (this does not apply to Children not subject to compulsory education);
 - d) Identity verification can be carried out at most Facilities. To confirm whether a particular Facility provides identity verification, the User should check in advance on the website www.benefitsystems.pl/MultiSport/ using the Facility search tool or in the Application under the “Search” section.
8. If the User verifies their identity in the Application and obtains Verified Identity, they cannot change the photo (as referred to in section 7(a)) on the same mobile device during the photo change lock period indicated in the Application. During this time, the User may change the photo on that device only by contacting Benefit Systems at: bok@benefitsystems.pl.

9. Verified Identity is valid only on the specific mobile device. If the User changes their mobile device or uses multiple devices, they must repeat the identity verification process on the new (or additional) device.
10. **[Pedometer]** The User may use the functionality that displays in the Application the number of steps taken by them on a given day and month, starting from the moment they begin using the pedometer. Step data will be obtained from:
 - a) Google Fit or HUAWEI Health – for mobile devices running Android;
 - b) HealthKit – for mobile devices running iOS. To use this functionality, the User must:
 - a) Have an account in Google Fit or HUAWEI Health, or have an active HealthKit service, depending on the operating system of their mobile device;
 - b) Connect Google Fit, HUAWEI Health, or HealthKit to the Application and grant the Application permission to display and store step count information.

The data obtained by Benefit Systems from the services listed above do not constitute special categories of personal data and will not be used to assess the User's health.
11. The User may receive Push notifications, i.e., short messages displayed directly on the screen of the User's mobile device, whether or not the User is actively using the Application, containing administrative messages (e.g., information about a response to the User's inquiry, changes to the Regulations, etc.). If the User consents, they may also receive Push notifications displayed directly on the screen of their mobile device, whether or not they are using the Application, containing information about products and services available to Card holders, including products and services offered by Benefit Systems as well as by Benefit Systems' partners who provide additional benefits for Card holders (e.g., dietary, coaching, medical-insurance, or educational-development services). The User may disable or configure Push notifications in the Application settings.
12. The Application may allow Users to access additional services described within the Application, or subject to the acceptance of a separate set of terms and conditions for a given service.

§ 4. Use of the Mobile Card and Verified Identity

1. Only logged-in Users who hold an active MultiSport Card may use the Mobile Card and Verified Identity.
2. To access Facility services under the MultiSport Programme using the Mobile Card, it is necessary to:
 - a) The User holds an active MultiSport Card;
 - b) The User is logged in to the Application, and in the case of a Mobile Kids Card – the Child is logged in to the Child Account in the Application, or the Mobile Kids Card is linked to the User Account, or the Mobile Kids Card is shared with another User;
 - c) The User generates a QR Code or token number;
 - i. An Internet connection is required to generate the QR Code or token number;
 - ii. If there is no Internet connection, the User may generate a QR Code or token number that works offline. The screen displaying the generated QR Code will show the label "Offline Code". The User can use the QR Code or token number offline only after having generated it for the first time online, when connected to the Internet;
 - d) Present a valid QR Code or valid token number for scanning at the Facility, along with either:
 - i. An Identity Document, or
 - ii. Verified Identity;

In most Facilities, to use the services available, the User may present their Mobile Card with Verified Identity. To verify whether a particular Facility accepts the Mobile Card with Verified Identity, the User should check in advance on the website www.benefitsystems.pl/MultiSport/ using the Facility search tool or in the Application under the "Search" section;
 - e) If it is not possible to generate a QR Code or token number in the Application, the User may receive a QR Code or token number along with the information necessary to access Facility services (User's name and surname, type and number of the Card, Verified Identity status, and if uploaded to the Application – the User's photo) via the email address used as the User's Login in the Application.

3. The QR Code or token number must be generated at the Facility, immediately before using the Facility's services.
4. QR Codes and token numbers are one-time use and have a specified validity period, which is displayed in the Application each time.
5. Cancelling a visit to a Facility requires generating a separate QR Code or token number and presenting it to the Facility staff.
6. The User will not be able to access Facility services if the conditions described in these Regulations, the Card terms and conditions, or the Facility Partner's operational rules (as specified by the Partner) are not met, in particular:
 - a) When the information on the Card or displayed in the Application on the Mobile Card does not match the information on the Identity Document;
 - b) When the User does not have the physical Card and is not using the Mobile Card;
 - c) When the User does not have an Identity Document and is not using Verified Identity in the Application.
7. Benefit Systems is entitled to deactivate Verified Identity or block a User's access to the Mobile Card in the following cases:
 - a) Use of Verified Identity or the Mobile Card by the User in violation of the Regulations, in particular, if the User does not hold a Card, or if they uploaded a photo of a person other than the Cardholder to obtain Verified Identity;
 - b) Reasonable suspicion that Verified Identity or the Mobile Card is being used by unauthorised persons;
 - c) Use of Verified Identity or the Mobile Card for purposes that intentionally reduce the functionality of the Application, for example, by limiting its availability or overloading its capacity;
 - d) Reasonable suspicion of any unauthorised operations related to the use of Verified Identity or the Mobile Card.
8. Use of the Application, including the Mobile Card, or deletion of the Account in the Application, does not affect the User's ability to continue using the physical Card with a chip.

§ 5 Personal Data

1. The data controller of the User's personal data, and – in the case of linking a Mobile Kids Card to the User Account – the Child's personal data, is Benefit Systems.
2. Detailed information on the processing of personal data is available in the Application under the "Consents" section, after selecting "More" and then "Settings".

Appendix No. 5

Template Statement for Withdrawal from the Account Management Agreement

To submit a statement of withdrawal from the agreement with Benefit Systems for the management of an Account on the Website / Application, the following template may be used:

Benefit Systems S.A.
Plac Europejski 2
00-844 Warszawa
bok@benefitsystems.pl

I,, hereby inform you of my withdrawal from the Account Management Agreement in the Website / Application:

First and Last Name.....
Log in to the Website / Application.....

Appendix No. 6

Template Statement for Withdrawal from the MultiSport Card / MultiLife Service Agreement

To submit a statement of withdrawal from the Product Usage Agreement, the following template may be used:

Benefit Systems S.A.
Plac Europejski 2
00-844 Warszawa
bok@benefitsystems.pl

I hereby inform you of my withdrawal from the agreement for the use of the MultiSport Card / MultiLife Service.

User's First and Last Name:

Email address used to register the account on the Platform:

User's MultiSport Card / MultiLife Service Number (if the MultiSport Card / MultiLife Service has not been issued to the User, leave this field blank)

SCOPE OF WITHDRAWAL:

1. Withdrawal from the **Employee's MultiSport Card / MultiLife Service**: YES*/NO (please indicate your choice):

** According to the Regulations, withdrawal from the Employee's MultiSport Card / MultiLife Service also includes withdrawal from all Cards / Products of Additional Persons.*

or

2. Withdrawal from the **MultiSport Card / MultiLife Service** of Additional Persons (companions, children, youth, seniors): YES*/NO (please indicate your choice):

First and last Name of additional person:

First and last Name of additional person:

First and last Name of additional person:

First and last Name of additional person:

First and last Name of additional person:

First and last Name of additional person:

First and last Name of additional person:

** According to the Regulations, it is **not possible** to retain the Cards / Products of Additional Persons in the event of withdrawal from the Employee's MultiSport Card / MultiLife Service.*

Name of Employee's Employer**

Bank account number for the refund**

** *Optional information. Providing these details will speed up the processing of your request.*