

TERMS AND CONDITIONS FOR THE USERS OF THE SPORTS MULTI-PACKAGES

- 1. The Multi-Package entitles the members of the Programme (hereinafter referred to as the "Users") to personally use the Facilities where services for the Medicover Group are provided (hereinafter referred to as the "Partners"), as indicated for a given type of a Multi-Package at www.medicover.pl or at any other dedicated website. The Programme should be understood as a package of services which enable the use of a given Partner's offer under the Multi-Package.
- 2. The Multi-Package is assigned to a given User's name and one telephone number, and may not be made available to third parties. In particular, the User is not allowed to lend or transfer the Multi-Package to third parties for use or resale. Moreover, the Users are forbidden to use the Multi-Package for profit or commercial purposes.
- 3. The non-adult Users may only use the Multi-Package with the consent of their legal guardian.
- 4. Should the User purchase a Multi-Package and, at the same time, (i) be employed by the Partner on any legal basis; (ii) provide services to the Partner, in particular as: a trainer, an instructor or a staff member; (iii) be a person cooperating with the Partner on any legal basis or on the grounds of mutual promotion; or (iv) be affiliated with the Partner, e.g. where the User is a person professionally affiliated with the Partner, a person close to the Partner or a person with a family or informal relationship with the Partner, that User shall not be allowed to use the services of that Partner at any of its Facilities.
- **5.** The User is not permitted to have two or more Multi-Packages from the same Purchaser, who, by virtue of the contract signed with Medicover, has enabled the User to use the Programme (hereinafter: the "Purchaser"), or from several Purchasers the User shall only be entitled to purchase one Multi-Package from one Purchaser at the time.
- **6.** Personal data of the Users shall be processed in accordance with the law, to the extent necessary to provide the services under the Programme. Detailed information on the processing of personal data can be found in the Privacy Policy, available at www.medicover.pl.
- 7. The ordering of Multi-Packages and participation in the Programme is entirely voluntary, which means that the decision to enrol in the Programme is made by the User of his/her own volition. The User is entitled to withdraw consent to the processing of his/her personal data at any time, but the withdrawal of consent does not affect the lawfulness of processing carried out on the basis of consent prior to such withdrawal. In such a situation, the User's Package shall be deactivated at the end of the current settlement period, as indicated in the contract concluded with the Purchaser, and personal data of that User shall only be further processed until the expiry of the periods provided for in the relevant provisions of law, i.e. until the expiry of the period of limitation of tax liabilities related to the contract. Duration of the processing for that purpose may be extended, where applicable, by the period of limitation of civil law claims.
- **8.** The cancellation of the Programme means the deactivation of a given User's Package at the end of the current settlement period, indicated in the contract concluded with the Purchaser.
- 9. In order to use the services available at the Partners' Facilities, the User shall each time register his/her entry via a text message (from the telephone number previously provided to Medicover), a mobile system or any other method available at a given Partner's Facility, in accordance with the Regulations of the relevant Partner or Facility. Some Partners may require the User to show an ID document, affix his/her signature or perform other actions to confirm that User's visit to a given Facility.
- 10. The User shall be entitled to personally use only as many services as are provided for within the relevant Multi-Package, with the maximum of: (i) 30 services per month, (ii) no more than once a day per a specific Facility, and (iii) additionally, at other Facilities, with a time interval of 10 hours between using the services, unless the contract with the Purchaser provides for other terms and conditions for the use of the Packages.
- 11. The User has the right to register an entry in relation to a given service not earlier than 15 minutes before using that service and not later than at the moment of starting said use while being at the Facility. The User registers the entry by sending a text message (the cost of the message as per the operator's tariff), containing the number of the service, which can be obtained at the Facility's reception desk, to the special telephone number, provided to the User by

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Medicover in advance (also available at the reception desk of the Facility). By means of a return text message sent to the User's mobile phone and to the mobile phone indicated by the Partner, Medicover shall confirm the authorisation code (along with information on the amount of the surcharge, if any), which constitutes the basis for the authorised User to use a selected service. The person authorised by the Partner has the right to compare the codes sent by Medicover to the two phone numbers mentioned above and to request the User to show an ID document in order to confirm the latter's entitlement to use the Multi-Package. Should there be a discrepancy between the codes or name indicated in the text message sent by Medicover and the ID document, the reception employee shall have the right to refuse to provide the service in question and shall be entitled to report this fact to Medicover in order to clarify the situation.

- 12. If the User registers the use of a service and either does not stay at the Facility, decides not to use the service or uses a different service than the one selected when registering the entry, that User shall be obliged to cancel the registered entry within 10 minutes of its registration. The cancellation shall be made by sending a text message stating "cancel" to the Medicover phone number used to register the entry or by any other means available at the Partner's Facility. Should any damage be caused to Medicover by the User (e.g. the Medicover Group incurring an expense due to the Partner) as a result of the User's failure to cancel a registered entry in accordance with the above rules, the User shall be liable for such damage, pursuant to generally applicable provisions of law.
- **13.** The User is obliged to comply with the rules applicable at the Partner's Facility, including, but not limited to, the use of the Facility during the hours indicated at www.medicover.pl or at any other dedicated website (unless there are additional restrictions in place). The Partner is entitled to collect a returnable deposit from the User who signs up for group activities in any given month. Should the User fail to participate in the booked activity without prior cancellation, such a deposit shall not be returned to that User.
- 14. Before visiting a given Partner's Facility, the Users will be asked to read the information regarding such visits, available at www.medicover.pl or other dedicated websites and at the Partner's website. In the interest of customer satisfaction, Medicover suggests contacting the Partner in advance in order to determine availability (e.g. in relation to group activities).
- 15. The User is obliged to: (i) refrain from sharing his/her mobile phone and the authorisation code with any third party for the purpose of enabling such a party to use the services at a given Facility; (ii) in the case of using a service which is subject to a surcharge or a discounted fee make the required payment directly at the Facility before using any service or participating in any activities; (iii) in the case of using a service which requires a prior reservation make a reservation for that service in the manner indicated by a given Partner. If the User is unable to use the booked service or participate in reserved activity, he/she shall cancel the reservation (in the manner indicated by the relevant Partner). Any consequences of failure to make use of a reservation without cancellation shall be governed by the internal regulations of the relevant Partner. Moreover, the User is further obliged to: (iv) end the use of the service for which entry has been registered before starting to use any other service; (v) read the Terms and Conditions applicable at Medicover and the Regulations of the Partner and to comply with them; and (vi) use services and Facilities in a way that corresponds to his/her state of health and physical condition. In case of any doubts, the User should consult the use of a particular service with a doctor.
- **16.** Should the User violate any of the above obligations, the Partner may refuse to provide the service to that User and apply (if necessary) the consequences provided for in that Partner's Regulations.
- 17. The User hereby acknowledges that: (i) the failure to comply with the individual requirements of the Terms and Conditions applicable at Medicover (in particular the provision of incorrect phone numbers and email addresses) may result in the lack of possibility for the User to use the Multi-Package for the full period for which it has been ordered; (ii) there may be temporary shortages in the availability of a given service at a specific Partner's Facility beyond Medicover's control, resulting in the User not being able to use that service; (iii) deregistration of the User by the Purchaser shall result in the User no longer being able to use the Multi-Package; (iv) the sports, leisure, beauty and health services provided under Multi-Packages are not rendered by Medicover, but rather by the Partners (the Partners are separate entities with no organisational links to Medicover); (v) unused entries shall not be carried over to subsequent settlement periods; (vi) termination of the contract covering the User's entitlement to a Multi-Package on

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any grounds shall result in that User's inability to continue using the Multi-Package.

- 18. The complaints shall be reported to Medicover personally by the User. They can be submitted by email at bok@medicoversport.pl or in writing, to the current address of Medicover's registered office. The complaint form shall consist of the User's name, the subject of the complaint, the grounds for the complaint, including the description of all relevant circumstances, as well as the indication of the period in question and any claims against Medicover, which is obliged to consider the complaint within 14 days of its receipt. All refunds and credits shall be settled in consultation with the Purchaser.
- **19.** Information related to accessing the services can be obtained by contacting the Hotline at +48 500-900-500 or be sending an email to the following address: bok@medicoversport.pl.
- 20. If the User violates Medicover's Terms and Conditions, the Partner's Regulations or any law affecting the use of a Multi-Package, or if the payment for the User's access to the Programme is not made in accordance with the provisions of the contract concluded with the Purchaser, Medicover shall be entitled to immediately block the use of the Multi-Package by that User. Should there be a reasonable suspicion that the User has violated any of the above rules, Medicover shall have the right to temporarily suspend that User's entitlement to use the Multi-Package until the situation is clarified.
- **21.** Should the rules set out in point 20 above be violated, Medicover shall have the right to refuse to continue selling the Multi-Packages to the User or making them available to him/her.
- **22.** Medicover undertakes to immediately inform the Purchaser of any irregularities in the performance of the contract, including any behaviours of the Users that do not comply with the Terms and Conditions. The Terms and Conditions are available at https://www.medicover.pl/pakiety-medyczne-dla-firm/pakiet-medyczno-sportowy/.
- 23. Medicover reserves the right to amend these Terms and Conditions. The content of such amendments shall be made available to the Users at the Medicover website, where they will find a list of the amendments. This information shall remain on the website for at least 30 consecutive calendar days. The amendments to the Terms and Conditions shall become effective within 30 calendar days of their publication.

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