

## REGULATIONS OF THE BEACTIVE PROGRAMME

These Regulations specify:

general terms and conditions as well as the way of conducting sales by Instytut Rozwoju Fitness sp. z o.o. with its registered office in Warsaw, via the website [www.ebeactive.pl](http://www.ebeactive.pl) (hereinafter referred to as: “**Platform**”), rules of using the Card by Users, terms and conditions for the provision of services by the Operator via electronic means.

### §1 Definitions

- 1) **Subscription** – the User’s temporary right to use the Card under the terms specified in the Regulations.
- 2) **Account Deactivation** – a factual operation performed by the Operator, consisting in removing all the User’s data provided during the Registration as a result of which the User is no longer able to use the Platform or the Card.
- 3) **Working Days** – means days of the week from Monday to Friday, excluding public holidays.
- 4) **Delivery** – means a factual operation to deliver the Card to a place specified by the User.
- 5) **Password** – means a sequence of letters, digits or other characters chosen by the User during the Registration on the Platform, which are used to secure access to the User Account on the Platform.
- 6) **User Account** – means the User’s unique panel, activated for him or her by the Operator, after completing the Registration by the User.
- 7) **Login** – means the User’s unique identification, consisting of a sequence of letters, digits or other characters, required along with the Password in the process of creating the User Account on the Platform. The Login is the User’s e-mail address.
- 8) **Card** – means a subscription ticket or other replacement form allowing the User to use the services specified in the Programme.
- 9) **Operator** – means Instytut Rozwoju Fitness sp. z o.o. with its registered office in Warsaw (02-801), Puławska 427, NIP [Tax Identification Number]: 7010352371, REGON [National Business Registry Number]: 146273733, registered in the National Court Register maintained by the District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register under number KRS [NCR] 0000431424; share capital 3.125.000 PLN; e-mail: [info@ebeactive.pl](mailto:info@ebeactive.pl), being at the same time the owner of the Platform.
- 10) **Partner** – means an Entrepreneur, other than the Operator, who provides the Users with the services specified in the Programme under the agreement with the Operator.
- 11) **BeActive Programme/Programme** – an offer aimed at the User to use sports and fitness facilities of the Partner on the basis of the Card and on terms specified in the Regulations.
- 12) **Entrepreneur** – means a natural person, legal person or organisational unit which is not a legal person, to which legal capacity is assigned by the rules of law, which practises trade or profession on its own behalf and whose services may be used by the User under the Programme.

- 13) **Regulations** – means these Regulations.
- 14) **Registration** – means a factual operation performed as specified in the Regulations, required for using all the Platform functionalities by the User.
- 15) **Platform Website** – means websites on which the Operator operates the Platform, operating on [www.ebeactive.pl](http://www.ebeactive.pl).
- 16) **BeActive Agreement** – means a sales agreement concluded between the User and the Operator via electronic means under the terms of the Regulations, the subject of which is the possibility of benefiting from the Programme by using the Card.
- 17) **Account Operation Agreement** – means an agreement concluded between the User and the Operator via electronic means under the terms of the Regulations, the subject of which is the possibility of using the Account by the User.
- 18) **User** – means a natural person aged between 16 and 26, who has full legal capacity to perform legal activities, is a student and holds a valid student ID and makes use of the Programme, Cards or the Platform to the extent unrelated directly to their trade or profession. Partners can apply the age restrictions of Users in accordance with § 6 clause 12.

## §2 General provisions

- 1) All rights to the Platform, including copyrights, intellectual property rights to its name, Internet domain or Website, as well as patterns, forms and logos are reserved to the Operator. They may be used only as specified in, and according to the Regulations.
- 2) The Platform is provided by the Operator via the Internet and Platform Website as an ICT and IT system resource.
- 3) The Operator reserves the right to post on the Platform Website advertising content of goods and services provided by third parties, in the forms used in the Internet.
- 4) The use of the Platform or its Website by the Users or any third parties to upload any unsolicited commercial information is forbidden.

## §3 Use of the Platform

- 1) The use of the Platform means any User's activity which leads to the User reading the content posted on the Platform Website, subject to the provisions of § 4 of the Regulations.
- 2) The Platform may be used only on the terms and to the extent specified in the Regulations.
- 3) The Operator shall use reasonable efforts to make sure that the Platform may be used by the Internet users via all the popular web browsers, operating systems, computer types and types of Internet connections. The minimum technical requirements for using the Platform Websites, subject to the preceding sentence are as follows: Computer Pentium 4 with at least 3.0 GHz, RAM of 1GB or more, and web browsers: Microsoft Internet Explorer, version 8 or higher as well as Chrome or Firefox, version 3.5x.

- 4) To place an order for the Card through the Platform and to use other services available on the Platform Websites the User must have an active e-mail account.
- 5) During the use of the Platform, the User is not entitled to intervene in any way in the content, structure, form, graphics or operation mechanism of the Platform or the Platform Websites.
- 6) The User's uploads of any content of illegal nature and the use of the Platform, the Platform Websites or services provided by the Operator in a manner contrary to law, good practice or violating personal rights of third parties or legitimate interests of the Operator are prohibited.
- 7) The User is entitled to use the Platform resources only for his or her own purpose. The User is not allowed to use the Platform resources or functions in order to conduct his or her commercial, business or advertising activity, or such activity which would violate the interests of the Operator.
- 8) The Operator declares that the public nature of the Internet and using the services provided by electronic means may be related to the risks of obtaining and modifying the Users' data by unauthorized persons. Therefore, the Users shall use appropriate technical measures to minimize the risks identified above. In particular, the Users shall use anti-virus programs as well as programs to secure the identity of the Internet Users. The Operator never asks the User to provide access to the User's password in any form.

#### **§4 Registration**

- 1) Registration may be performed by any User who uses the Platform Website.
- 2) Registration is necessary for Users in order to use the Card under the Programme.
  - 3) In order to register the User must fill in the registration form provided by the Operator on the Platform Website and send the completed registration form by e-mail to the Operator by selecting an appropriate function accessible in the registration form. During the Registration, the User creates an individual Password.
  - 4) The registration form shall be filled in according to the following rules:
    - a) The User must fill in all fields of the registration form unless a field is marked as optional;
    - b) Information given in the registration form should only apply to the User and must be true, and the User is responsible for the accuracy of the information given in the registration form;
    - c) The User must read the Regulations and confirm to have read them by ticking an appropriate field in the registration form;
    - d) The User must express his or her will to conclude the Account Operation Agreement by ticking an appropriate field in the registration form; failure to express the will to conclude the Account Operation Agreement precludes the Registration and creating the User Account;
    - e) The User must express his or her will to process his or her personal data given in the registration form in order to be provided with services included in the Programme under the Card Agreement concluded in accordance with the Regulations (Article 23(1)(3) of the Personal Data Protection Act); the User is entitled to access his or her data and modify them.

- 5) Sending the completed registration form is tantamount to:
  - a) Acknowledging and accepting the provisions of the Regulations by the User;
  - b) Authorizing the Operator to process the User's personal data provided in the registration form in order to provide services for operating the User Account and permission for receiving information about technical service of the User Account from the Operator to the e-mail address given by the User during the Registration.
- 6) After sending the completed registration form, the User immediately receives, to the e-mail address given in the registration form, a confirmation of the Registration from the Operator. Thereafter, the User Account Operation Agreement is concluded and the User is given access to the User Account and is able to modify data provided during the registration, except for the Login.
- 7) The User is obliged to make any effort in order to preserve confidentiality and not to make the Password available to third parties. In case of any circumstances indicating that the Password is in possession of an unauthorized person, the User is obliged to inform the Operator about this fact immediately with the use of accessible means of communication. In such case, the User should change the Password immediately, using appropriate functionalities in the User Account.
- 8) The Operator establishes and implements security measures against unauthorized use, duplication or dissemination of the content posted on the Platform Website. If the aforementioned security measures are applied by the Operator, the Users are obliged to refrain from any activities intended to remove or circumvent such security measures and solutions.

## **§5 Ordering of Card, payment and use of Programme**

- 1) The User may use one of the selected Card types:
  - a) Basic Card (trade name – BeActive Comfort) – allows access to the Programme at hours and on days specified in § 6 clause 5; available on the Platform Websites without any restrictions,
  - b) Card with extended availability (trade name – BeActive Open) – allows access to the Programme at hours and on days specified in § 6 clause 6 available on the Platform Websites in periods set by the Operator.
- 2) To order the Card the User selects on the Platform Website the command “Order and pay”, which is placed in the Platform “Buy now” tab. Additionally, the User defines:
  - a) type of the Card among those listed in clause 1 above, taking into account the possible lack of the Card with extended availability,
  - b) method of payment,
  - c) period of Subscription,
  - d) form of Delivery.

Then the User conveys the Order to the Operator selecting the command "Order and pay" in the order summary.

- 3) The Operator immediately confirms receipt of the order to the User and thereafter the conclusion of the BeActive Agreement takes effect.
- 4) After concluding the BeActive Agreement and making a payment under the terms defined in the Regulations, the Operator delivers the Card in a form indicated by the User among those available on the Platform as of the conclusion date of the Agreement. The Delivery will be performed immediately, not later than within 14 Working Days from the day of the conclusion of the BeActive Agreement. If the User signs the second and consecutive BeActive Agreement (extending the subscription), the Operator does not deliver the Card and the User uses the Card delivered with the first order, unless the User orders a new Card or he/she chooses a different BeActive Card (COMFORT < > OPEN).
- 5) In order to extend the validity of the Subscription the User selects on the Platform Website the command "Buy Now", which is placed in the Platform "Buy now" tab. Additionally, the User defines:
  - a) method of payment,
  - b) period of Subscription.
- 6) In case of extending the validity of the Subscription through the correct payment the Operator informs the User about a new period of Subscription in form of a message sent to the User's e-mail address specified in the User Account.
- 7) Prices of the Subscription placed on the Platform Website are gross prices (with VAT included) given in PLN. After making a payment, the Operator issues and makes the invoice available to the User in the User Account. The User may download and save the electronic invoice on his/her device for further use.
- 8) A final price binding upon both parties to the Agreement is the price of the Subscription given in PLN posted on the Platform Website at the moment of placing an order by the User.
- 9) The User makes a payment by a bank transfer through the external system of payment – PayU S.A., with its registered office in Poznań (in this case, execution of the order will be initiated after receiving information from the PayU system about the successful finalization of the payment transaction).

#### **§6 Rules of Using the Programme and Card**

- 1) The Card may be issued exclusively to the User who entered into the Be Active Agreement. In the validity period of the BeActive Agreement, the User may use only one Card.
- 2) The Card may not be re-sold or transferred and otherwise made available to third parties. The User is not entitled to transfer the rights and obligations under the BeActive Agreement to any third party.
- 3) The Partner is obliged and responsible towards the User for provision of services specified in the Programme with due diligence. The Operator is obliged and responsible towards the User for:
  - a) Delivery of the Card,



- b) Making sure that the Card is operative,
  - c) Making sure that in the following cities: the capital city of Warsaw, Gdańsk (city with county rights), Rzeszów (city with county rights), Częstochowa (city with county rights), Łódź (city with county rights), Wrocław (city with county rights), Siedlce (city with county rights), Poznań (city with county rights), Piła, Kraków (city with county rights), Konin (city with county rights), Katowice (city with county rights), Gliwice (city with county rights), Gdynia (city with county rights), Dąbrowa Górnicza (city with county rights) and Szczecin (city with county rights), there is at least one Partner facility which the User will be able to enter on the basis of the Card.
- 4) The User may use the Card exclusively within the period of the correctly paid Subscription.
  - 5) The User may use the Basic Card on Working Days in the Partner facilities from 8 a.m. (or earlier depending on the opening hours of the Partner facility) until 4 p.m., and on other days during the opening hours of the Partner facility. Registration of a visit by means of the Card is considered to be the use of the Card in specified hours. The User is aware of the fact that the Partner facilities may be closed on public holidays.
  - 6) The User may use the Card with extended availability during the opening hours of the Partner facility on each day when it is opened. Registration of a visit by means of the Card is considered to be the use of the Card. The User is aware of the fact that the Partner facilities may be closed on public holidays.
  - 7) During one visit the User may use the Partner facility for any time. An interval between the User's visits in the same Partner facility may not be shorter than 240 minutes, and in case of different Partner facilities, it may not be shorter than 30 minutes. A detailed range of available services and Partner facilities are given on the Platform Website, provided that in each Partner facility specified in the list, the User holding a valid Card may use the following services:
    - a) Gym,
    - b) Fitness activities.
  - 8) Extension of the range of services and Partner facilities given on the Platform Website does not require any amendments to the Regulations.
  - 9) The Partner facility may be accessed each time on the basis of the Card scanned in a machine and after presenting a document with a photo confirming the User's identity and student's status, and after giving a signature to confirm the visit. In case of a mismatch of the data between the Card and the presented document, the Partner is entitled to refuse access to the Partner facility, and retain the User's Card.
  - 10) A person authorized by the Operator is entitled to verify the Card against the identity card and retain the Card used contrary to its intended use or the provisions of the Regulations.

- 11) The User is obliged to abide by the regulations of the Partner facility in which the User is staying. Before entering the Partner facility, the User must read the notes on the Partner's subpages presented on the Platform.
- 12) Partners can apply the age restrictions of Users of the Programme. The list of Partners' facilities in which the restrictions are applied to the Users of the Programme is available on the Platform Website.
- 13) Any modifications in the appearance of the Card made by the User are forbidden.
- 14) The fact of loss, damage or theft of the Card must be immediately reported to the Operator at +48 (22) 629-27-58 or by email: info@ebeactive.pl. In this case the Operator will immediately send a duplicate of the Card to the address given by User, provided that the User pays a fee for a duplicate amounting to PLN 20 in one of the forms defined in § 5 clause 9. In the event of finding the Card previously reported as lost, it must be sent back to the Operator or delivered to the Partner.
- 15) The Card is the property of the Operator. The Operator is entitled to request a return of the Card by the User in the event of breach of these Regulations by the User, as well as refuse to issue the Card to such User in the future.

#### **§7 Termination of the BeActive Agreement**

- 1) The BeActive Agreement concluded between the User and the Operator shall terminate in the following cases:
  - a) on the expiry date of the Subscription, if not extended by the User,
  - b) on the expiry date of the notice period,
  - c) on the last day of the calendar year in which the User turns 26 years of age or loses the status of a student, which should be in particular understood as no longer holding a valid student ID.
  - d) on the termination date of the Agreement due to breach of the Regulations by the User.
- 2) The BeActive Agreement shall be terminated on the expiry date of the Subscription if it has not been extended by the User. In such event, the User shall not be entitled to use the Card, unless he or she enters into a new BeActive Agreement on terms specified in the Regulations or pays for the Subscription.
- 3) The Agreement shall also be terminated on the last day of the calendar year in which the User turns 26 years of age or loses the status of a student. The User losing the status of a student means that the User is removed from the list of students, as well as graduates from school, college or university, and does not undertake further study for the duration of the Subscription. In such event, the Operator, within 14 days from the date of expiry of the notice period, shall reimburse the User for the fees for the unused period of the Subscription, taking 1/30 of the subscription fee paid for a given month by the User for each unused day of the Subscription until the Be Active Agreement is terminated. The refund shall be in the same form in which it was made for the Subscription fee.
- 4) The Operator is entitled to terminate the BeActive Agreement with immediate effect without notice in the following cases:

- a) The User makes the card available to a third party in order to benefit from the Programme,
- b) The User copies the Card in order to make it or its numbers available to third parties,
- 5) The User violates the foregoing Regulations and the regulations of the Partner in a manner that causes threat to life or health of other people using the Partner facility, or that violates the accepted norms and standards.

In such event, the User is obliged to pay contractual penalty to the Operator in the amount equivalent to the fee payable to the Operator for the remaining subscription period if the Be Active Agreement is not terminated through the User's fault.

## **§8 Complaints**

- 1) The User may lodge complaints to the Operator in relation to the execution of the Account Operation Agreement. The complaint may be submitted in electronic form and sent to the Operator's e-mail address [info@ebeactive.pl](mailto:info@ebeactive.pl). In the complaint notification form, the User should include his or her Login and a description of the problem. The Operator shall immediately, but not later than within 30 (thirty) days, consider the complaint and respond to the User's e-mail address given in the complaint notification form.
- 2) The User may lodge a complaint relating to the BeActive Agreement to the Operator, under the terms as specified in § 8 clause 1 above. In particular, complaints may relate to failure to provide the Card or its improper generation.
- 3) Complaints relating to non-provision or improper provision by the Partner, of services covered by Programme shall be notified to the Operator. If the User lodges the complaint referred to in the preceding sentence, the complaint shall be forwarded to the Partner concerned, and the Operator shall immediately, but not later than within 21 (twenty one) days, consider the complaint and respond to the User's e-mail address given in the complaint notification form.

## **§9 Withdrawal from the BeActive Agreement**

- 1) The User may withdraw from the BeActive Agreement without giving reasons by submitting a relevant declaration in writing or to the following e-mail address [info@ebeactive.pl](mailto:info@ebeactive.pl) within 14 (fourteen) days from the date of confirming the order specified under § 5 sec. 3. In order to keep the deadline, the declaration should be sent prior to its expiry. The template of the declaration of withdrawal from the Agreement is posted by the Operator on the Platform Website and will be delivered to the User along with the ordered Card.
- 2) In the event of the effective withdrawal from the Agreement, it shall be considered as not concluded, and the User is obliged to return the Card to the mailing address of the Operator. In this case, the Operator, on the day of effective withdrawal from the Agreement, will inactivate the Card. The withdrawal from the BeActive Agreement is not possible after the first use of the Card within the Program.



## **§10 Reimbursement**

- 1) The Operator shall reimburse the User within 14 (fourteen) days of the date of the event giving rise to the reimbursement.
- 2) The reimbursement shall be made by the Operator with the use of PayU electronic payment system to the User's bank account or to the payment card account which was used to pay for the Subscription.
- 3) The Operator reserves the right to claim a refund of PLN 20.00 for each case of benefiting from the Programme, upon submission of a declaration of withdrawal from the Agreement by the User.
- 4) The Operator is free from responsibility if the refund was not made or was made with a delay resulting from the provision of incorrect data by the User, required for a bank transfer or credit card payment. In such case, the fees shall be reimbursed immediately after receiving such data from the User.

## **§11 Free of charge services under the Account Operation Agreement**

- 1) Under the Account Operation Agreement the Operator may provide via electronic means the following free of charge services to the Users:
  - a) User Account Operation;
  - b) Newsletter;
  - c) Social network services.
- 2) The services specified in § 11 clause 1 above shall be provided on a 24/7 basis.
- 3) The Operator reserves the right to choose and change the type, form, time and method of providing access to some of the services, about which the Operator will inform the Users in a manner which is appropriate to amend the Regulations.
- 4) The User Account Operation service is available after making the Registration, as specified in 4 of the Regulations.
- 5) The Newsletter service is available to any User who after making the Registration activates the appropriate field in the registration form or in the User Account.
- 6) The Newsletter service consists of sending by the Operator, to the e-mail address, an e-mail message containing information about new products or services offered by the Operator, as well as news and amendments to the Programme. The Newsletter shall be sent by the Operator to all Users who have subscribed to it.
- 7) Each Newsletter addressed to the Users includes, in particular:
  - a) information about the sender;
  - b) filled in "message subject", specifying the subject of the message;
  - c) information about the possibility and the manner of resignation from the free of charge Newsletter service.

- 8) By posting content and making it available on the Platform Website, the User makes a voluntary dissemination of the same. The posted content does not represent the views of the Operator and should not be made tantamount to its activities. The Operator is not a content provider but an entity that provides appropriate ICT resources for that purpose.
- 9) By posting content and making it available, the User declares that:
  - a) he or she is entitled to use the proprietary copyright, industrial property rights and/or rights related to works, objects of industrial property rights (e.g. trademarks) and/or objects of related rights that make up the content, respectively;
  - b) personal data, image and information concerning third parties were posted and made available as part of the free of charge service referred to in clause 8 above, in a legal and voluntary way and with the consent of such third parties;
  - c) he or she agrees to viewing the published content by other Users and the Operator, as well as authorizes the Operator to use it free of charge in accordance with the provisions of these Regulations;
  - d) agrees to making adaptations of works within the meaning of the Act on copyright and related rights.
- 10) The User shall not be entitled to:
  - a) post, under the use of the free of charge service referred to in clause 8 above, personal data of third parties or disseminate the image of third parties without the legally required authorization or approval of such third party;
  - b) post, under the use of the free of charge service referred to in clause 8 above, content of advertising and/or promotional nature.
- 11) The Operator shall be responsible for the content posted by Users, subject to the receipt of the notification in accordance with § 13 of these Regulations.
- 12) The Users are not allowed to post, under the use of the free of charge service referred to in clause 8 above, content which might in particular:
  - a) be posted in bad faith, for example, with the intention to violate the personal interests of third parties;
  - b) violate any third parties' rights, including rights relating to the protection of copyrights and related rights, the protection of industrial property rights, business secrecy or being connected with confidentiality obligations;
  - c) be offensive or constitute a hazard to other people, include vocabulary contrary to accepted principles of morality (e.g. through the use of profanity or expressions generally considered offensive);
  - d) otherwise violate accepted principles of morality, applicable law, and social or moral norms.
- 13) In case of receipt of a notification in accordance with § 13 of these Regulations, the Operator reserves the right to modify or remove the content posted by Users under the free of charge service, referred to in clause 8 above, in particular with regard to the content which, based on the reports of

third parties or relevant authorities, is identified as violating these Regulations or the applicable law.

The Operator does not control the posted contents on an ongoing basis.

- 14) The User agrees to the use of the content posted by him or her free of charge by the Operator.
- 15) The service of sending a query to the Operator involves sending a message to the Operator via the form placed on the Platform Website.
- 16) The User may at any time resign from receiving the Newsletter by unsubscribing via the link contained in each e-mail message sent under the Newsletter service or through activation of an appropriate field in the User Account.
- 17) The User who has registered and has not entered into the BeActive Agreement, may submit a request to remove the User Account; if such request is submitted, the User Account will be removed with immediate effect, not later than within 30 (thirty) days of the request.
- 18) The Operator is entitled to terminate the access to the User Account and services in the event of the User acting to the detriment of the Operator or other Users, violating the provisions of the law or the provisions of the Regulations, as well as in the event when termination of the access to the User Account and services is justified by security reasons, in particular: breaking the Platform Website security by the User or other hacking activities. The Operator shall notify the User about the termination of the access to the User Account and services via electronic means to the e-mail address provided by the User in the registration form.

## **§12 Responsibility**

- 1) The User may use the services covered by the Programme to the extent his or her health and physical condition permits.
- 2) The Operator shall not be responsible for the consequences of the User's failure to abide by the provisions of the Regulations and the Partners' regulations.
- 3) The User agrees to cover any damage done to the Partners and to the Operator due to misuse (contrary to these Regulations and the Partner regulations) of the Card, as well as damage resulting from the use of services provided by the Partner, such as damage to the Partner's equipment or property by the User.
- 4) The Operator shall not be responsible to the Users for:
  - a) non-use of the Programme for reasons attributable to the User (e.g. illness, holiday leave, lack of time, changes of residence),
  - b) changes in the range of services available under the Programme in individual facilities of the Partners, provided that the Operator is obliged to make sure that at least one facility of the Partner is available in each city specified in § 6 clause 3 item 3, under the range of services specified in § 6 clause 7.
- 5) The Operator shall not be responsible for inability or difficulty in the use of the Platform due to the following reasons attributable to the User: the User losing the Password or third parties coming into

possession of the User Password (irrespective of the way it has happened). The Operator shall be responsible, however, if the loss by the User or third parties coming into possession of the User Password is due to reasons attributable to the Operator or for which the Operator is responsible.

- 6) The Operator shall not be responsible for damage caused by actions or omissions of the Users, associated with their use of the Platform which is contrary to the applicable law or these Regulations.
- 7) The only source of the Operator's obligations are these Regulations, the BeActive Agreement, the Account Operation Agreement and mandatory provisions of law.
- 8) The BeActive Agreement is valid continuously for the period for which it was concluded, and the User is not entitled to suspend or terminate it.

### **§13 Notification of hazards or violation of rights**

- 1) In the event when the User or any other person or entity finds that the content published on the Platform Website violates their rights, personal interests, accepted principles of morality, feelings, morality, beliefs, principles of fair competition, know-how, secrets protected by the law or confidentiality obligation, he or she may notify the Operator of a potential violation.
- 2) The Operator notified about the potential violation shall take immediate actions to remove the content being the cause of the violation from the Platform Website.

### **§14 Personal data and "cookies" files**

- 1) The Administrator of the User's personal data provided voluntarily to the Operator under the Registration and the provision of services by the Operator via electronic means, or otherwise as specified in the Regulations, is the Operator.
- 2) Personal data shall be processed by the Operator only under the authorization to process such data, and only in order to execute orders or render services provided via electronic means by the Operator or for authorized purposes by the administrator of personal data.
- 3) The collection of personal data provided to the Operator is reported by the Operator to the Inspector General for the Protection of Personal Data.
- 4) Personal data provided to the Operator, are given to the Operator voluntarily, provided however that failure to give the data specified in the Regulations during the Registration process precludes the Registration, opening the User Account and conclusion of the BeActive Account Operation Agreement.
- 5) Anyone who provides his or her personal data to the Operator is entitled to access and modify them.
- 6) The Operator shall make it possible to remove personal data from the files, in particular in the case of removal of the User Account. The Operator may refuse to remove personal data if the User has breached the applicable law, however keeping the personal data is necessary to explain such circumstances and establish the User's liability by the judicial authorities.

- 7) The Operator shall protect personal data provided to the Operator as well as make every effort to protect them from unauthorized access or use. The Users' personal data files are treated as a separate database, stored on the server of the Operator, in a special security zone, with adequate protection.
- 8) The Operator does not transfer, sell or lend the collected personal data of the Users to other persons or institutions, unless expressly agreed by, or at the request of the User, in accordance with the applicable law, or at the request of the court, public prosecutor, police or other authority in the event of violation of the law.
- 9) The Operator, with the explicit consent of the User may transfer the User's personal data to the extent necessary for the execution of the Sales Agreement to PayU S.A. with its registered office in Poznań, if the User has selected payment by the PayU payment system.
- 10) The Operator reserves the right to disclose general overall statistical summaries of the Users to the cooperating companies and websites. Such summaries relate to the traffic in the Platform Websites and do not contain the Users' personal data.
- 11) The Operator applies the mechanism of "cookies" which during the use of the Platform Websites by the Users are stored by the Operator's server on the hard disk of the User's terminal.
- 12) The use of "cookies" is designed to make sure that the Platform Websites operate correctly on the Users' terminals. This mechanism does not damage the User's terminal or change the configuration either in the Users' terminals or in the software installed in these devices. "Cookies" are not intended to identify the Users.
- 13) The Operator applies the mechanism of "Cookies":
  - a) in order to store information about the Users' terminals;
  - b) in order to verify and develop the Operator's offer;
  - c) for statistical reasons.
- 14) Any User may disable "cookies" in the Web browser of the User's terminal. However, the Operator urges that if "cookies" are disabled this may cause inconvenience or prevent the use of the Platform Websites.
- 15) In matters relating to the data of the BeActive Agreement, in particular its performance or changes, only the User who has concluded the BeActive Agreement is entitled to use the information or order changes, changes, and in the event that the User is under 18 years of age, the law of this User.

#### **§15 Closing the Account (termination of the Account Operation Agreement )**

- 1) The User who has registered and has not entered into the BeActive Agreement or the BeActive Agreement has been terminated, may terminate the Account Operation Agreement by submitting a request to the Operator to remove the User Account, using any means of distance communication to enable the Operator to read the User's declaration of will. In such event, the Operator shall immediately deactivate the Account.
- 2) The Account is deactivated in the event of the User's death.



### **§16 Final provisions and amendments to the Regulations**

- 1) The content of these Regulations may be printed, saved on a data carrier or downloaded at any time from the Platform Websites.
- 2) The Regulations may be amended. Each User shall be informed about the amendments to the Regulations by posting a notice about amending the Regulations on the Platform home page by the Operator, with the redirection to the information containing the list of amendments to the Regulations and maintaining this information on the Platform home page over a period of at least 14 (fourteen) consecutive Working Days, and additionally by sending the information with a list of amendments to the Regulations to the e-mail address provided by the User in the registration form.
- 3) The information about amendments to the Regulations, as described above shall be provided not later than 14 (fourteen) Working Days prior to the introduction of the revised Regulations. If the User does not accept the new Regulations, the User is obliged to notify the Operator of this fact before the day preceding the entry into force of the revised Regulations. The User's refusal to accept the Regulations results in termination of the BeActive Agreement or the Account Operation Agreement.
- 4) All BeActive Agreements and Account Operation Agreement entered into by the Operator prior to the day of amendments to the Regulations are based on the regulations in force at the date of the conclusion of such agreements by the User in the case where the User has notified the Operator of the refusal to accept the revised Regulations. In other cases, the Agreements shall be based on the new Regulations.
- 5) In the event of a dispute under the concluded Agreement, the Parties shall seek to resolve the matter amicably. The law applicable to the settlement of any disputes arising under these Regulations shall be governed by the Polish law.