

BeActive PROGRAM REGULATIONS

[Subscription offer]

These Regulations specify the following:

general terms and conditions, rules and manner of sale by Instytut Rozwoju Fitness sp. z o.o. with its registered office in Warsaw, by means of the website at www.ebeactive.pl (hereinafter referred to as: the “Platform”), the rules of using the Card by the Users within the scope of the Subscription offer, 3 terms and conditions of provision of services using electronic means by the Operator.

§1 Definitions

- 1 Subscription** – the User's right to use the Card pursuant to the Terms and Conditions for the duration of the Subscription, which is extended automatically for the subsequent Subscription periods.
- 2 Deactivation of the Account** – the actual action which the Operator is entitled to perform, consisting in deleting of all User's data submitted during the Registration, as a result of which a given User loses the possibility to use both the Platform and the Card.
- 3 Working Days** – means weekdays from Monday to Friday excluding public holidays.
- 4 Delivery** – means an actual activity of delivering the Card to the location indicated by the User.
- 5 Payment provider** – means an entrepreneur – PayU S.A. with its registered office in Poznań, 60-166 Poznań, ul. Grunwaldzka 186, a national payment institution, supervised by the Polish Financial Supervision Authority, entered in the Register of payment services under the number of IP1/2012, entered in the Register of Entrepreneurs at the District Court in Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under the number KRS 0000274399, with the fully-covered share capital of PLN 4,944,000, having a tax identification number NIP: 779-23-08-495, REGON 300523444, which offers payment services under the Be Active Contract.
- 6 Password** – means a string of letters, digits or other characters selected by the User during the Registration on the Platform, used to secure access to the User Account on the Platform.
- 7 User Account** – means an individual panel for each User, launched on his/her behalf by the Operator, after the User's successful registration.
- 8 Login** – means the individual designation of the User, consisting of a string of letters, digits or other characters, required, along with the Password, to create the User Account on the Platform. The Login is the User's e-mail address.
- 9 Card** – means a subscription card or any other substitution which enables the User to use the services covered by the Program within the Subscription.

10 Settlement period – means the period between 27 and 30 days of the Subscription period, in which the Operator collects funds from the User's payment card for the next Subscription period. The Operator reserves the right to make several attempts to withdraw funds from the payment card during the Settlement Period, particularly if the previous attempt was unsuccessful. In the case of the Card Suspension, the Settlement Period is the period of the last three days of the Pass Suspension period, in which the Operator collects funds from the User's payment card for the Subscription period after the Pass Suspension period.

11 Operator – means Instytut Rozwoju Fitness sp. z o.o. with its registered office in Warsaw (02-801), ul. Puławska 427, NIP: 7010352371, REGON: 146273733, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, under the number of KRS 0000431424; share capital in the amount of PLN 3,125,000, e-mail: info@ebeactive.pl, which is also the owner of the Platform.

12 Partner – means an Entrepreneur, other than the Operator, who provides services covered by the Program to Users under the contract with the Operator.

13 BeActive Program/the Program – an offer aimed at the Users to use the network of sports and fitness facilities of the Partner on the basis of the Card and under the terms and conditions specified in the Regulations.

14 Entrepreneur – means a natural or legal person or an organizational unit other than a legal person authorized by the law with the capacity to conduct business or professional activity on its own behalf, and whose services under the Program may be used by the User.

15 Regulations – means these Regulations.

16 Registration – means the actual action performed in the manner specified in the Regulations, required for the User to make use of all the functionalities of the Platform.

17 Platform Website – means the websites by means of which the Operator operates the Platform, working under the domain of www.ebeactive.pl.

18 Subscription – means the period of 30 consecutive days counted from the moment of placing an order and concluding the BeActive Contract or from the moment of the lapse of the Pass Suspension period in the case referred to in §5.11, during which the User is entitled to use the Subscription and the Card, and which is automatically extended for the subsequent periods of 30 days, if the Operator successfully collects the due funds from the User's payment card for the next Subscription period, until the User has resigned from the Subscription, as referred to in §5.10.

19 BeActive Contract – means a contract concluded between the Operator and the User remotely within the meaning of the Consumer Rights Act of April 30, 2014 (Journal of Laws of 2014, item 827, as

amended), whose subject is the possibility of using the Program by means of the Card during the Subscription period

20 Account Maintenance Contract – means a Contract concluded by electronic means against the terms and conditions specified in the Regulations between the User and the Operator, whose subject is the possibility of using the Account by the User.

21 User – means a natural person aged 16 to 26, with at least limited legal capacity, being a pupil or a student, holding a valid school or student ID, who uses the Program, Cards or the Platform to the extent not directly related to their business or professional activity. Partners may apply age limitations for the Users pursuant to §6 par. 12.

§2 General provisions

1 All rights to the Platform, including copyrights, intellectual property rights to the Platform's name, Internet domain, Platform's Website, as well as to all templates, forms, and logotypes, belong to the Operator, and may be used only in the manner specified and compliant in/with these Regulations.

2 The Platform is made available by the Operator by means of the Internet and the Platform's Website as a resource of the ICT and IT systems.

3 The Operator reserves the right to place on the Platform Website contents advertising third party goods and services, in the forms applied in the Internet.

4 It is forbidden to use the Platform or the Platform Website by Users or any third parties to send any unsolicited trade information.

§3 Use of the Platform

1 The use of the Platform means any action performed by the User which leads to the User becoming acquainted with the contents of the Platform Website, subject to the provisions of the Regulations.

2 The use of the Platform may take place only pursuant to the terms and within the scope specified in these Regulations.

3 The Operator shall ensure that the use of the Platform is possible for Internet users by means of all standard Internet browsers, operating systems, as well as the types of computers and available Internet connections. There are the following minimum technical requirements for the use of the Platform Websites, subject to the previous sentence: Pentium 4 computer, at least 3.0 GHz, 1 GB RAM or more, Microsoft Internet Explorer version 8 or higher, Chrome or Firefox version 3.5x.

4 To order the Card via the Platform and to use other services available on the Platform Websites,

the User is required to have an active e-mail account.

5 Using the Platform does not entitle the User to interfere with the content, structure, form, graphics, or the operation principle of the Platform and its Websites.

6 The User is forbidden to provide illegal content and to use the Platform, the Platform Websites or services provided by the Operator in a manner contrary to the law, good manners or violating the personal rights of any third parties or the reasonable interests of the Operator.

7 The User is entitled to use the resources of the Platform for his/her own use only. It is not allowed to use the resources and functions of the Platform to conduct commercial, business, advertising or any other activity that would violate the interests of the Operator.

8 The Operator hereby declares that the public nature of the Internet and the use of services provided by electronic means may be associated with the risk of obtaining and modifying of the Users' data by unauthorized persons, and therefore the Users should apply appropriate technical measures to minimize the above risks. In particular, Users should install antivirus and ID protection software to protect their identity during the Internet use. The Operator shall never ask the User to submit the Password in any form.

§4 Registration

1 Registration may be performed by any User of the Platform Website.

2 Registration is necessary to use the Card by the Users under the Program.

3 In order to perform Registration, the User should fill in the registration form published by the Operator on the Platform Website and send the completed form by electronic means to the Operator by selecting the appropriate function in the form. During the Registration process, the User shall define an individual Password.

4 Filling in the registration form in question is subject to the following rules:

- The User should complete all the fields in the registration form unless a given field is marked as optional;
- The information provided in the registration form should concern only the User and be true, with the User being the person responsible for the accuracy of the information entered into the form;
- The User should read and confirm the fact that he/she has read the contents of the Regulations by checking the appropriate field in the registration form;
- By checking the appropriate field in the registration form, the User should express his/her will to conclude the Account Maintenance Contract; failure to express the will in this respect makes it impossible to register and open the User Account;

5 Sending a filled-in registration form is equivalent to:

- the User's acknowledgement acceptance of the provisions of the Regulations;
authorization of the Operator to process the User's personal data provided in the registration form for the purpose of offering the User Account Maintenance service and the User's consent to the Operator's sending of information concerning the maintenance of the User Account to the e-mail address provided by the User during the Registration.

6 After sending the filled-in registration form, the User shall immediately receive a registration confirmation by the Operator to the e-mail address entered in the registration form. At this moment, the User Account Maintenance Contract is concluded, and the User is given the opportunity to access the User Account and modify the data provided during the Registration, except for the Login.

7 The User is obliged to do his/her best to maintain confidentiality and not to disclose the Password to any third parties.

8 In the event of circumstances indicating that the Password may have been taken over by an unauthorized person, the User is obliged to immediately notify the Operator of it, using any available means of communication. In such a situation the User should immediately change the Password, using the appropriate functionalities of the User Account.

9 The Operator shall create and implement protective means against unauthorized use, multiplication or distribution of the contents of the Platform Website. If the Operator applies the above protections, the Users undertake to refrain from any actions aimed at removing or passing by such protections or solutions.

§5 Card Order, Payment and Use of the Program

1 The User can use one of the following, selected type of the Card:

Basic card (trade name Be Active Comfort) – enables access to the Program during the hours and days specified in §6 par. 5, available on the Platform Websites without any limitations,

Extended availability cards (trade name Be Active Open) – enable access to the Program during the hours and days specified in §6 par. 6, available on the Platform Website within the periods specified by the Operator.

2 To order a Card, the User selects the command “I am ordering and paying now” on the Platform Website, in the “Buy Now” tab of the Platform. In addition, the User defines:

- the type of the Card from among those indicated in section 1, considering the potential lack of the Extended Availability Card;
- the payment method;
- the Subscription Period;

- the form of Delivery.

3 Next, the User transmits the order to the Operator by selecting the command “I am ordering and paying now” in the summary of the order, and then pays the fees, particularly the Subscription fees during the Subscription period.

4 The Operator shall immediately confirm to the User that the order has been received and that the Be Active Contract has just been concluded, unless the User has not made the payment.

5 After concluding the Be Active Contract and making the payments in accordance with the Regulations, the Operator delivers the Card in the manner indicated by the User in the options available on the Platform as of the date of concluding the Contract. The Delivery shall be performed immediately, not later than within 14 Business Days from the date of the Be Active Contract conclusion. If the User concludes a second and subsequent Be Active Contracts (the extension of the Subscription Period), the Operator does not deliver the Card and the User uses the Card received at the first order, unless the User indicates in the next order that he/she wants to receive a new Card or if the User changes the type of the Be Active Card.

6 In order to use the Subscription, the User shall provide the payment card details required in the Payment Provider's registration form and agrees to the Operator charging fees for the current and subsequent Subscription periods, in particular the Subscription fee, unless the User resigns from the Subscription before the Settlement Period. By checking the appropriate box when placing an order on the Platform Website or the Payment Provider's external system, the User gives the consent referred to in the preceding sentence.

7 The BeActive Contract is concluded for the duration of the Subscription and is extended for any subsequent Subscription periods if the Subscription fee for the next Subscription period has been effectively charged during the Subscription Settlement Period until the User has cancelled the Subscription.

8 The Subscription prices published on the Platform Website are gross (including VAT) and are given in Polish zlotys. After the payment has been made, the Operator prepares the invoice and makes it available to the User in the User Account. The User can download and save the electronic invoice on his/her device for future use.

9 The final binding price for the parties of the Contract is the Subscription price specified in Polish zlotys, as shown on the Platform Website at the time of placing an order by the User.

10 The User makes the payment:

- for the first Subscription period – after the conclusion of the Be Active Contract, by debiting his/her payment card;

- for the second and subsequent Subscription periods – in the Settlement Periods by means of cyclical debiting of his/her payment card,

- each time through the Payment Provider's external payment system (PayU).

11 The User may choose not to extend his/her Subscription for another Subscription period (cancellation of the Subscription) until the end of the day preceding the Settlement Period, and the Be Active Contract shall be terminated with effect at the end of the current Subscription period. In order to report the resignation, the User, after logging into his/her User Account, shall click on the appropriate button, which is equal to sending an order to resign from the Subscription.

12 The User may suspend his/her rights and obligations under the Be Active Contract for a specified period of up to 30 consecutive days, starting from the next Subscription period (hereinafter referred to as: the Pass Suspension). An instruction to suspend the Pass may be submitted by the User after logging into his/her User Account by clicking on the appropriate button, only until the end of the day preceding the Settlement Period within the Subscription period preceding the period of the Pass Suspension. During the Pass Suspension period the User is not entitled to use the Subscription, the Card and the Program, and the Operator is not entitled to charge fees, in particular the Subscription fee. After the expiry of the Pass Suspension period, the Subscription shall be resumed automatically, provided that the Subscription fee during the Subscription period after the Pass Suspension period is charged during the Settlement Period during the Pass Suspension period.

13 If the User resigns from extending the Subscription for another period referred to in par. 10, until the end of the day preceding the Settlement Period during the Pass Suspension period, the Subscription shall not be resumed after the lapse of the Pass Suspension period, and the Be Active Contract shall be terminated as of the date of submitting this resignation order.

§6 Rules of using the Program and the Card

1 The Card may only be issued to the User who has concluded the Be Active Contract. During the duration of the Be Active Contract, the User may use only one Card.

2 The Card may not be resold or transferred and made available in any other way to any third parties.

3 The Partner is obliged and liable to the User for the provision of the services specified in the Program with due diligence. The Operator is obliged and liable to the User for:

- the Card Delivery;

- the possibility of proper use of the Card,

- ensuring in following locations: cap. city of Warsaw, Gdańsk (city with county/powiat rights), Sopot (city with county/powiat rights), Rzeszów (city with county/powiat rights), Częstochowa (city with

county/powiat rights), Łódź (city with county/powiat rights), Wrocław (city with county/powiat rights), Siedlce (city with county/powiat rights), Poznań (city with county/powiat rights), Piła, Kraków (city with county/powiat rights), Konin (city with county/powiat rights), Katowice (city with county/powiat rights), Gliwice (city with county/powiat rights), Gdynia (city with county/powiat rights), Dąbrowa Górnicza (city with county/powiat rights), and Szczecin (city with county/powiat rights) of the existence of at least one facility of the Partner, which can be used by the User on the grounds of the Card, subject to the restrictions established by the Partners referred to in par. 12, concerning the Users under 18 years of age.

4 The User may use the Card only during the validity period of a properly paid Subscription during the Subscription period.

5 The User can use the Basic Card on Business Days in the Partner's facilities from 8.00 a.m. (or earlier depending on the opening hours of the Partner's facility) until 4.00 p.m., and on other days during the opening hours of the Partner's facility. Using the facility in the specific hours shall be deemed as registering a visit using the Card. The User hereby acknowledges that the Partner's facilities may be closed on public holidays.

6 The User can use the Extended Availability Card during the Partner's opening hours on each opening day of the Partner's facility. The use shall be understood as the registration of the visit by means of the Card. The User hereby acknowledges that the Partners' facilities may be closed on public holidays.

7 During a single visit the User can use the Partner's facility for any time. The interval between the User's successive visits to the same facility of the Partner cannot be shorter than 240 minutes, and in case of different facilities of the Partner it must exceed 30 minutes. The detailed scope of the available services and the Partner's facilities are specified on the Platform Website, with the reservation that in each Partner's facility in the list, the User holding a valid Card may use the following services:

- gym,
- fitness classes.

8 Extending the scope of the Partners' services and facilities indicated on the Platform Website does not require any changes to the Regulations.

9 The access to the Partner's facility shall each time take place on the basis of the Card read in an appropriate device and after presenting a document with a photograph confirming the User's identity and his/her status of the pupil/student and after placing a signature confirming the visit. If the User does not have such a document, the document is proved invalid or there is data inconsistency between the Card and the document, the

Partner is entitled to deny access to the Partner's facility, as well as to keep the User's Card.

10 A person authorized by the Operator is entitled to verify the Card against an identity document and to keep the Card which is used contrary to its purpose or to the provisions of these Regulations.

11 The User is obliged to follow the rules of the Partner's facility where he/she is located. Before using the Partner's facility, the User should read the comments on the Partners' subpages presented on the Platform.

12 Partners may apply age limitations to the Program Users. The list of the Partners' facilities, taking into account the age limitations for the Program Users, is available on the Platform Website.

13 The User is forbidden to modify the appearance of the Card in any way.

14 The fact of losing, destruction or theft of the Card should be immediately reported to the Operator at +48 (22) 629-27-58 or by e-mail to info@ebeactive.pl. In such an event, the Operator will immediately send a new copy of the Card to the address indicated by the User, provided that the User has paid a fee for the new Card at the amount of PLN 20.00 in one of the manners specified in §5 par. 9. In case the Card previously reported as lost has been found, it should be sent back to the Operator or handed over to the Partner.

15 The Card is the property of the Operator. The Operator has the right to demand the return of the Card in case of violation of these Regulations by the User, as well as to refuse to issue of the Card to such a User in the future.

§7 Termination of the Be Active Contract

1 The BeActive Contract concluded between the User and the Operator shall be terminated in the following cases:

- on the last day of the Subscription period, if the User has submitted an order to resign from the Subscription, and in the event of resignation during the Pass Suspension period, on the day of submitting the resignation order;

- on the last day of the calendar year which marks the User's 26th birthday or on the day the User has lost the status of a student or pupil, which means in particular the lack of a valid student or school ID;

- on the day of termination of the Be Active Contract due to violation of the Regulations by the User.

2 The BeActive Contract shall be terminated at the end of the last day of the Subscription period, if the Operator did not manage to collect the Subscription fee during the Settlement Period. In this case the User will not be entitled to use the Card, unless he/she concludes a new Be Active Contract pursuant to the Regulations according to the current offer available on the Platform Website.

3 The Be Active Contract shall be terminated on the last day of the calendar year which

marks the User's 26th birthday or the moment he/she has lost the status of a student or pupil. The loss of a student/pupil status by the User means that the User was removed from the list of students or pupils, or graduated from a university or school and did not start further education during the Subscription period. In such a case the Operator, within 14 days from the termination of the Be Active Contract referred to in the previous sentence, shall reimburse the User for the unused Subscription period, at a 1/30 of the Subscription fee paid by the User for a given Subscription period, for each unused Subscription day until the date of termination of the Be Active Contract. The refund will be made in the same manner in which the Subscription fee was paid.

4 The Operator is entitled to terminate the Be Active Contract immediately in the following cases:

- the User makes the Card available to a third party in order to use the Program,
- the User copies the Card to make it or its numbers available to third parties,
- the User violates these Regulations, as well as the Partner's regulations in a way that poses threat to the life or health of other individuals using the Partner's facility or violates the accepted standards and customs.

5 In this case the User is obliged to pay the Operator a contractual penalty at the amount corresponding to the Subscription fee due to the Operator for the remaining Subscription period if the Be Active Contract has not been terminated due to the User's fault before the end of the Subscription period.

§8 Complaints

1 The User may file a complaint to the Operator in connection with the performance of the Account Maintenance Contract. The complaint may be submitted in an electronic form and sent to the Operator's e-mail address: info@ebeactive.pl. In the complaint ticket the User should include his/her Login and the problem description. The Operator shall immediately, but not later than within 30 (thirty) days, consider the complaint and send its reply to the User's e-mail address given in the complaint ticket.

2 The User may file a complaint with the Operator regarding the Be Active Contract pursuant to the rules set forth in §8 par. 1 above. In particular, complaints may concern the lack of delivery of the Card or its erroneous generation.

3 Any complaints concerning the non-performance or improper performance of the services covered by the Program by the Partner should be reported to the Operator. If a complaint has been lodged by the User as referred to in the previous sentence, it is forwarded to the relevant Partner and the Operator immediately, but no later than within 30 (thirty) days, considers the complaint and responds to the User's e-mail address provided in the complaint ticket.

§9 Withdrawal from the Be Active Contract

- 1** The User may withdraw from the Be Active Contract without providing any reasons by submitting a relevant declaration in writing or sending it to info@ebeactive.pl within 14 (fourteen) days from the moment of the order placement confirmation referred to in §5 par.
- 2** In order to meet this deadline, it is sufficient to send the declaration before its expiry. A template of the declaration of withdrawal from the Contract is published by the Operator on the Platform Website.
- 3** In the event of an effective withdrawal from the Contract, the Contract is deemed as not concluded and the User is obliged to return the Card to the Operator's postal address. In such a situation the Operator shall block the use of the Card by the User on the day of his/her effective withdrawal from the Contract.
- 4** Withdrawal from the Be Active Contract is not possible after the first use of the Card under the Program.

§10 Reimbursement of due amounts

- 1** The Operator shall reimburse the Users within 14 (fourteen) days from the date of the occurrence of the event causing the obligation of the reimbursement in question.
- 2** Any reimbursement shall be made using the Payment Provider's payment system. The Operator shall reimburse the amounts due to the User's bank account or to the account of the payment card used to pay the Subscription fee.
- 3** The Operator reserves the right to claim a refund at the amount of PLN 20.00 for each case of using the Program, from the moment the User has filed his/her declaration of withdrawal from the Contract.
- 4** The Operator is free from any liability if the return was not made or was made with delay as a result of providing by the User of erroneous data required for a bank transfer or crediting of a payment card. In such a case the refund shall be made immediately after receiving the correct data from the User.

§11 Free of charge services under the Account Contract

- 1** Within the Account Contract, the Operator may provide the following free services to Users by electronic means:
 - maintenance of the User Account;
 - newsletter;

- social media services.

The services specified in §11 par. 1 shall be provided 24 hours a day, 7 days a week.

2 The Operator reserves the right to choose and change the type, forms, time and manner of granting access to the selected services specified above, of which it will inform the Users in the manner required for the change of the Regulations.

3 The service of the User Account Maintenance is available after Registration, pursuant to the rules described in §4 of the Regulations.

4 The Newsletter service can be used by any User who, after Registration, has checked an appropriate field in the registration form or in the User Account.

5 The Newsletter service consists in sending by the Operator, to the e-mail address, of an e-mail containing information about new products or services offered by the Operator, as well as any news and changes in the Program. The Newsletter is sent by the Operator to all subscribed Users.

6 Each Newsletter directed to these Users shall contain in particular:

- information about the sender;
- filled in "subject" field defining the content of the message;
- information concerning the possibility and manner of unsubscribing from the free Newsletter service.

7 By posting any content and making it available on the Platform Website, the User voluntarily distributes the content. The published content does not express the views of the Operator and should not be identified with the Operator's operations. The Operator is not a content provider, but only an entity that provides appropriate ICT resources for this purpose.

8 By posting the content and making it available, the User declares that:

- is entitled to use proprietary copyrights, industrial property rights and/or rights related to, respectively, works, objects of any industrial property rights (e.g. trademarks) and/or objects of any related rights which make up the content in question;
- the publication and sharing (within the free service referred to in par. 8 above) of personal data, image and information concerning any third parties took place in a legal and voluntary manner, as well with the consent of the concerned individuals/persons;
- expresses consent to access to the contents published by other Users and the Operator, as well as authorizes the Operator to use them free of charge pursuant to the provisions of these Regulations;
- expresses consent to the development of works within the meaning of the Copyright and Neighbouring Rights Act.

9 The user is not entitled to:

- publication of the personal data of any third parties as part of the use of the free service referred to in par. 8 above and disseminate the image of third parties without the permission or consent of the third party required by law;

- publication within the use of the free service referred to in par. 8 above of contents of an advertising and/or promotional nature.

10 The Operator is liable for the content published by the Users provided that they have received a notification pursuant to §13 of the Regulations.

11 The Users are forbidden to publish any content within the free service referred to in par. 8 above, which could in particular:

- be published in bad faith, e.g. with the intention of infringing the personal rights of any third parties,

- violate any rights of third parties, including the rights related to the protection of copyright and neighbouring rights, protection of industrial property rights, business secrets or rights related to confidentiality obligations,

- have an offensive character or constitute a threat aimed at other persons, contain vocabulary that violates decency standards (e.g. by using vulgarisms or terms commonly considered offensive),

- violate decency standards, provisions of the applicable law, social standards or customs in any other way.

12 In case of receiving the notification pursuant to §13 of the Regulations, the Operator reserves the right to modify or delete the content published by the Users within the framework of their use of the free service referred to in par. 8, in particular concerning the content which, based on the reports of any third parties or appropriate authorities, has been established as potentially constituting a violation of these Regulations or the applicable legal provisions. The Operator does not perform a continuous supervision of the content.

13 The User expresses his/her consent to the Operator's using the content posted by the User free of charge.

14 The service of sending a query to Operator consists in sending a message to the Operator using the form provided on the Platform Website.

15 The User may unsubscribe from the Newsletter any time by unsubscribing from the subscription using the link in each e-mail sent as part of the Newsletter service or by checking the appropriate field in the User Account.

16 A User who has made a Registration and has not concluded the Be Active Contract may request the removal of his/her User Account, however, if the User has requested the removal

of the Account, it will be deleted immediately, no later than 21 (twenty-one) days after the request has been made.

17 The Operator is entitled to block access to the User Account and services, in the event that the User acts to the detriment of the Operator or other Users, violates the law or the provisions of the Regulations, and also when blocking the access to the User Account and services is justified by security reasons – in particular: the User's breach of the Platform Website's security mechanisms or other hacking activities. The Operator notifies the User about blocking the access to his/her User Account and any free services by e-mail sent to the address provided by the User in the registration form.

§12 Liability

1 The User may use the services under the Program depending on his/her health and physical condition.

2 The Operator bears no responsibility for the consequences of the User's failure to comply with the provisions of these Regulations and the Partners' regulations.

3 The User undertakes to cover damages caused to the Partners and the Operator due to incorrect (inconsistent with these Regulations and the Partner's regulations) use of the Card and any damages resulting from the use of the Partner's services, i.e. destruction of the Partner's equipment or property by the User.

4 The Operator shall not be liable to Users for:

- not using the Program for reasons attributable to the User (e.g. sickness, holiday, lack of time),
- changes in the offer of the services available under the Program concerning the individual facilities of the Partners, with the reservation that the Operator is obliged to provide at least one Partner's facility in each city listed in §6 par. 3 item 3, within the scope of the services indicated in §6 par. 7.

5 The Operator shall not be liable for the impossibility or obstacles to the use of the Platform, resulting from the following reasons attributable to the User: the User's loss of his/her Password or the Password being taken over by any third parties (regardless of the manner). However, the Operator shall be liable if the User's loss of the Password or its takeover by any third parties was caused by reasons attributable to the Operator or for which the Operator does bear responsibility.

6 The Operator shall not be liable for any damages caused by actions or omissions of the Users related to their use of the Platform in a manner contrary to the applicable laws or Regulations.

7 The sole source of the Operator's obligations are: these Regulations, the Be Active Contract, the Account Maintenance Contract, and the strictly applicable legal provisions.

§13 Notification of threat or violation of rights

- 1** If the User or any other person or entity believes that the content published on the Platform Website violates their rights, personal rights, decency rules, feelings, morals, beliefs, fair competition principles, know-how, as well as any secret protected by law or on the basis of an obligation, they may notify the Operator of a potential violation.
- 2** If the Operator has been notified of a potential violation, it shall take immediate actions to remove the violating content from the Platform Website.

§14 Personal data

- 1** The Operator is the controller of the Users' personal data provided to the Operator voluntarily during the Registration, for the purposes of the performance of the Contract and in terms of the provision of the services by the Operator by electronic means or within other circumstances specified in these Regulations.
- 2** The detailed information concerning the conditions of processing of the User's personal data and the rights to which the User is entitled in connection with such processing is included in the Privacy Policy available on the Platform Website.

§15 Closing the Account (termination of the Account Maintenance Contract)

- 1** A User who has made a Registration and has not concluded the Be Active Contract, or whose Be Active Contract has been terminated, may terminate the Account Maintenance Contract by sending to the Operator of a request to remove the User Account, using any means of remote communication, to enable the Operator to become familiar with the User's declaration of will. In such a case the Operator shall immediately deactivate the Account.
- 2** The deactivation of the User Account takes place also in the event of the User's death.

§16 Final provisions and amendment of the Regulations

- 1** The content of these Regulations may be recorded by printing, saving on any media or downloading at any time from the Platform Websites.
- 2** The Regulations are subject to change. Each User shall be informed of any amendments to these Regulations by publishing a message about the amendments to the Regulations on the main page of the Platform by the Operator, with a redirection to the information containing a complete list of the said amendments and by maintaining this notification on the main

page of the Platform for at least 14 (fourteen) consecutive Business Days and additionally sending the information containing the list of amendments to the Regulations to the e-mail address indicated by the User in the registration form.

3 The notification on the amendments to the Regulations in the manner specified above shall take place no later than 14 (fourteen) Business Days before the implementation of the amended Regulations. If the User does not accept the new content of the Regulations, he/she is obliged to notify the Operator of it by the day preceding the entry of the amended Regulations into force. The lack of acceptance of the Regulations by the User results in the termination of the Be Active Contract or the Account Maintenance Contract.

4 All the Be Active and Account Maintenance Contracts concluded by the Operator before the date of the amendment to the Regulations are performed on the basis of the Regulations in force on the date of the conclusion of these Contracts by the User, if the User has notified the Operator of his/her lack of consent to the amended Regulations. In other cases, the Contracts are performed against the new content of the Regulations.

5 If a dispute arises in connection with the concluded Contract, the parties shall seek its amicable resolution. The law applicable to all disputes arising in connection to these Regulations shall be Polish.