

## REGULATIONS OF THE MyLife PROGRAM

The foregoing Regulations determine:

- 1) the general terms and conditions, rules and methods of sales run by Acceler Sp. z o. o. with its registered office in Warsaw, through the Internet service [www.kartamylife.pl](http://www.kartamylife.pl) (hereinafter referred to as the: “**Platform**”)
- 2) rules of using the MyLife Card by Users,
- 3) rules and terms and conditions of electronic services rendered by the Operator.
- 4)

### § 1 Definitions

1. **Subscription** – the right of the User to use the MyLife Card pursuant to the rules specified in the Regulations.
2. **Account Deactivation** – factual act, which the Operator is entitled to perform of removing all User data submitted during Registration, due to which the User loses the ability to make use of the Platform and the MyLife Card.
3. **Working days** – days of the week from Monday to Friday, excluding statutory public holidays.
4. **Supply** – factual act of supplying the MyLife Card to the place indicated by the User.
5. **Password** – a string of letters, numbers or other signs selected by the User during Registration on a Platform used to secure the access to the User’s Account of the Platform.
6. **User’s Account** – an individual User panel established for him by the Operator after the User has finished Registering.
7. **Login** – an individual User name consisting of a string of letters, numbers or other signs, required together with a Password to set up the User’s Account on the Platform. The User’s e-mail address is the Login.
8. **MyLife Card** – a subscription card or other substitute form, which gives the User access to all services within the Program,
9. **Operator** – Acceler Sp. z o.o. with its registered office in Warsaw (02-801) at ul. Puławska 427, entered into the Registry of Entrepreneurs by the District Court for the capital city of Warsaw in Warsaw, 12th Economic Department of the National Court Register, KRS 0000315094, Tax Identification Number 894-29-59-764, share capital 50.000 PLN, the owner of the Platform.
10. **Authorized Person** – a natural person specified by the User, who is at least 16, using the MyLife Card instead of the User, pursuant to the MyLife Agreement concluded with the Operator. An Authorized Person is entitled to all the rights of the User resulting from the foregoing Regulations and he/she has a joint and several liability for obligations under the MyLife Agreement. Resolutions of the foregoing Regulations concerning the User apply to the Authorized Person accordingly.
11. **Partner** – an enterprise – companies: (i) Calypso Fitness S.A. with its registered office in Warsaw at ul. A. Fredry 6, entered into the Registry of Entrepreneurs of the National Court Register

by the District Court for the capital city of Warsaw in Warsaw, 12th Economic Department of the National Court Register, KRS: 0000400719, Tax Identification Number: 525-251-96-84, share capital 148.932 PLN, paid in full (ii) Fitness MCG Sp. z o.o. with its registered office in Warsaw at ul. Canaletta 4 (00-099 Warsaw) entered into the Registry of Entrepreneurs by the District Court for the capital city of Warsaw in Warsaw, 12th Economic Department of the National Court Register, KRS 0000384688, Tax Identification Number 525-250-73-33, share capital 500.000 PLN; (iii) Baltic Fitness Center Sp. z o.o. with its registered office in Warsaw at ul. Canaletta 4 (00-099 Warsaw) entered into the Registry of Entrepreneurs by the District Court for the capital city of Warsaw in Warsaw, 12th Economic Department of the National Court Register, KRS 0000431757, Tax Identification Number 525-253-81-96, share capital 5.000 PLN; (iv) EFC Fitness S.A. with its registered office in Warsaw at ul. Al. Komisji Edukacji Narodowej 60, entered into the Registry of Entrepreneurs by the District Court for the capital city of Warsaw in Warsaw, 13th Economic Department of the National Court Register, KRS 0000500499, Tax Identification Number 951-237- 77-12, share capital 100.000 PLN, paid in full, (v) Fitness Academy Sp. z o.o. S.K.A, with its registered office at ul. Kutnowska 1-3, 53-135 Wrocław, registered by the District Court for Wrocław-Fabryczna in Wrocław, 6th Economic Department of the National Court Register, KRS 0000403652, Tax Identification Number 8992731738, share capital 60.000 PLN, fully paid; - which render services on behalf of the Users specified in the Program pursuant to the agreement with the Operator to the extent of fitness services;

12. **Medical Partner** – an entrepreneur - Lux Med Sp. z o.o., with its registered office in Warsaw at ul. Postępu 21C, 02-676 Warsaw, entered into the Registry of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw, 13th Economic Section of the National Court Register, KRS 0000265353, Tax Identification Number 5272523080, share capital 516.078.000,00 PLN, - which based on the separate agreement render services on behalf of the Users specified in the Program to the extent of medical services.
13. **Payer** – a third party indicated by the User, which is obliged to make current payments under the MyLife Agreement. The Payer has a joint and several liability with the User for responsibilities resulting from the foregoing agreement.
14. **MyLife Program/Program** – an offer dedicated to the Users for (i) using the network of sports and fitness facilities of the Partner, and (ii) medical services provided by the Medical Partner based on the MyLife Card and on conditions specified in the Regulations and in the Regulations of the Medical Partner.
15. **Regulations** – the foregoing Regulations .
16. **Regulations of the Medical Packet / health insurance** – General Terms and Conditions for Providing Health Services (hereinafter referred to as „OWU”) and the Medical Care Plan (hereinafter referred to as „POM”), based on which the User may use the medical services packet/ health insurance provided by the Medical Partner.

17. **Registration** – factual act specified under the Regulations, which is necessary if the User wishes to make use of all the functions of the Platform and MyLife Card.
18. **Platform's Website** – websites, under which the Operator runs the Platform, registered under [www.kartamylife.pl](http://www.kartamylife.pl).
19. **MyLife Agreement** – means an agreement: (i) for a definite period of 12 calendar months with reservation of provisions of § 6 sec. 8, or (ii) for an indefinite period, concluded electronically on general terms and conditions specified in the Rules, concluded between the User and Operator, which subject is the use of the Program through the MyLife Card;
20. **Account Agreement** – an agreement concluded electronically on general terms specified under the Regulations, between the User and the Operator, whose subject is the possibility of using the Account,
21. **User** – a natural person with full legal capacity, who turned 18, using the Program, the MyLife Card or the Platform to the extent not directly connected with its business or professional activity.

The User is an Authorized Person within the meaning of OWU.

## § 2 General Provisions

1. All rights to the Platform, including proprietary copyrights, intellectual property rights to its name, Internet domain, Platform's website, as well as to its standards, forms, and logo belong to the Operator, and using them is allowed only in a specific form according to the foregoing Regulations.
2. The Platform is accessible to the Operator through the Internet and the Platform's website as an ICT and IT resource.
3. The Operator reserves the right to place advertisements of goods and services offered by a third party of the Platform's website, in the form used in the Internet.
4. Users or third parties are not allowed to use the Platform or its website to send unsolicited commercial information.

## § 3 Using the Platform

1. Using the Platform means any activity of the User, which leads to him/her learning the content of the Platform's website, with the reservation of the provisions of § 4 of the foregoing Regulations.
2. The Platform may be used only to the extent specified under the Regulations.
3. The Operator shall use his best efforts that this Platform be accessible to Internet users through all popular Internet browsers, operating systems, types of computers and Internet connections. Minimal technical requirements for using the Platform's websites, with the reservation of the previous sentence are as follows: Pentium 4 PC, minimum 3.0 GHz, 1GB RAM memory or

more, Microsoft Internet Explorer 8 or higher, Chrome or Firefox 3.5x.

4. To place an order for MyLife Card through the Platform or to use other services available on the Platform's websites it is necessary for the User to have an active e-mail account.
5. By using the Platform, the User is not entitled to interfere with the content, structure, form, graphics and mechanism of the Platform or its websites.
6. The User is not allowed to submit illegal content and to use the Platform, its websites or services performer by the Operator in a way that is against the law, against good practice, that violates personal rights of the third party or justified business of the Operator.
7. The User is entitled to use the Platform's resources only for personal use. It is forbidden to use the Platform's resources and functions to conduct a business or advertising activity or such that would violate the Operator's interests.
8. The Operator hereby declares that the public character of the Internet and making use of the electronically rendered services may lead to acquiring and modifying the User's personal data by unauthorized persons, therefore Users should use proper technical equipment, such as anti-virus programs and programs protecting their identity, that will minimize the foregoing risks. The Operator will never ask the User to provide him with the Password in any form.

#### **§ 4 Registration**

1. Every User can register on the Platform's website.
2. Registration is necessary for purchasing and using the MyLife Card as part of the Program.
3. To register the User should fill out a registration form supplied by the Operator on the Platform's website and send it electronically to the Operator by selecting a proper option on the registration form. During Registration the User specifies and individual Password.
4. When filling out the form the following rules should be complied with:
  - 1) The User should fill out all the fields of the registration form, unless the field is marked as optional;
  - 2) Information submitted in the form should concern the User himself/herself and be true, and the User is responsible for the data to be correct;
  - 3) The User should read the Regulations and confirm this fact by selecting proper fields on the registration form;

- 4) When selecting proper fields of the registration form the User should express his/her will to conclude an Account Agreement, whereas failure to do so prevents further Registration and open an Account;
  - 5) The User may appoint an authorized person that will benefit from the privileges resulting from the MyLife Agreement. For this purpose the User should submit the personal data of the authorized person.
  - 6) The User should give his/her consent for the processing of his/her personal data submitted in the registration form for the performance of services specified in the Program based on the MyLife Agreement concluded according to the Regulations (art. 23 sec. 1 point 3 of the Data Protection Act), and to submit them to Partners and to the Medical Partner for the performance of services by Partners and the Medical Partner pursuant to the agreement concluded with the Operator, the Regulations of the Medical Packet to the extent and purpose resulting from the service rendered. The User has the right to access his/her personal data and to modify them;
  - 7) The User gives his/her consent for the Operator to send confirmation of concluding the MyLife Agreement to his e-mail address submitted in the registration form.
5. After sending the filled out registration form the User immediately receives confirmation of Registration on the e-mail address submitted in the registration form. From this moment an Account Agreement is concluded and the User gets access to the User's Account and to make changes submitted during registration, except for the Login.
  6. The User is obliged to use his/her best efforts to keep the Password a secret and not to disclose it to any third party. If there is a suspicion that the Password was disclosed to a third party, the User has to immediately inform the Operator through accessible communication means. In this situation the User should immediately change the Password, using proper functions in the User's Account.
  7. The Operator creates and implements security means from unauthorized use, multiplication and dissemination of the website contents. In case of using such security means, the Users undertake to withhold from any actions leading to the removal or avoidance of such security means or solutions.
  8. Provisions of § 4 do not apply in case of the Authorized Person,

## **§ 5 Ordering the Card, payments and using the Program**

1. To order a Card, the User selects „Order” on the Platform's website in the “Offer” tab. The User additionally specifies the following:

- 1) term of the MyLife Agreement,

2) method of payment,

3) form of Delivery.

Next the User submits the order to the Operator by selecting „Order and pay” in the order summary.

2. The Operator immediately confirms receiving the order and from this moment the MyLife Agreement is deemed to be concluded. The Operator sends the User to an e-mail account declared in the Account information about the right to withdraw from the MyLife Agreement specified under § 9 of the Regulations .
3. After concluding the MyLife Agreement and making the payment as specified by the provisions of the Regulations , the Operator delivers the Card in a manner selected by the User from the options available on the Platform as of the date of concluding the Agreement. The card will be delivered immediately, not later than 14 Working Days from the date of concluding the MyLife Agreement. The User will receive the Card provided that (i) the User makes the payment specified under sec. 5 and 9 below, (ii) in case of payment in instalments or a monthly payment, after the User completes all the formalities specified under sec. 10 below.
4. The price of the MyLife Card provided on the Platform’s website is the gross price (with VAT) in PLN. After making the payment, the Operator sends the User an electronic invoice, which is available in the User’s Account. Regardless of the payment for the MyLife Card, the User is obliged to make a single administrative payment.
5. The final binding price for both parties of the MyLife Agreement is the price of the MyLife Card and the administrative fee in PLN provided on the Platform’s website as of the moment of placing an order by the User,
6. The amount of the administrative fee is the one provided on the website as of the date of placing an order by the User. The foregoing fee is non-refundable, with the reservation of § 9.
7. The User makes the payment for the MyLife Card:
  - 1) when concluding the MyLife Agreement for a definite period – (i) in advance through a bank transfer with online payments - eTransfers supported by eCard S.A. with its registered office in Gdańsk, (80-387 Gdańsk) at ul. Arkońska 11, entered into the Registry of Entrepreneurs by the District Court Gdańsk-Północ in Gdańsk, 7th Economic Department, KRS 0000042304, share capital 16 840.000,00 PLN (fully paid), Tax Identification Number: 521-31-03- 040, (in this case the order will be completed after receiving information from the eCard system about the payment being made), or (ii) in 12 equal instalments, (hereinafter referred to as the „payment by instalments”) with a payment card (standing order (ZS) Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro)) or through bank transfer (direct debit (PZ)), until the 5<sup>th</sup> days of every month, pursuant to the rules specified in detail under sec. 10 - 14 below.

Available forms of payment in case of the eTransfer system are as follows: Pay with (inteligo); mTransfer (mBank); MultiTransfer (MultiBank); Pay with iPKONET (PKO BP); Przelew24 (Bank Zachodni WBK); Trabsfer with BPH (Bank BPH); Pay with iPKO (PKO BP); Pekao24Przelew (Bank Pekao); Pay with PeoPay (Bank Pekao); Pay with Citi Handlowy (CitiBank Handlowy); PayWay Toyota Bank (Toyota Bank); MeritumBank Transfer (Meritum Bank); Pay with BOŚ (Bank Ochrony Środowiska); Pay with Alior Bankiem (Alior Bank); T-Mobile Banking Services (Alior Bank); Millennium – Internet Payments (Bank Millennium); Pay with ING (ING Bank Śląski); Credit Agricole Bank Polska S.A.; Eurobank online payment (Euro Bank S.A.); db Transfer (Deutsche Bank Polska S.A.); iKO (PKO BP); Pay with Plus-Bank (Plus Bank S.A); Przelew Volkswagen Bank direct (Volkswagen Bank Polska S.A); Pay with Idea Bank (Idea Bank S.A); e-transfer Pocztowy24 (Bank Pocztowy S.A).

- 2) in case of the MyLife Agreement for an indefinite period – with the use of a payment card (standing order (ZS) Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro) or through bank transfer (direct debit (PZ)), until the 5<sup>th</sup> days of every month (hereinafter referred to as the „payment by instalments”), pursuant to the rules specified in detail under sec. 10 - 14 below. The calendar month is regarded as the settlement period.
  - 3) The Operator reserves the right to present the User with other forms of payment than those specified in points 1 and 2 below based on the individual agreement with the User
  - 4) The User may appoint a third person as the payer obliged to make payments resulting from the MyLife Agreement.
8. The direct debit may be used by all banks, which entered into a settlement on using the direct debit. Efficiency and safety of the direct debit is monitored and secured by the bank, in which the User opened an account. The price for the MyLife Card does not include the fees connected with making payments, which are every time specified by the User's bank.
  9. In case of payments in installments, specified under sec. 7 point 1) or monthly payments specified under sec, 7 point 2), the User is obliged to make payments for the month, in which the MyLife Agreement is concluded or in which the commencement date was specified, which is in proportion to the number of days left until the end of the month, during which the MyLife Agreement was concluded, or the date of commencement specified, and to make an administrative payment in full, through a bank transfer with an external eCard payment system by eCard S.A. with registered office in Gdańsk, and in case of concluding the MyLife Agreement after the 20<sup>th</sup> day of a given calendar month, or if the date of commencement starts after the 20<sup>th</sup> day of a given calendar month, the User is also obliged to make payments for the next full calendar month of the Agreement.
  10. In case of payment by instalments specified under sec. 7 point 1) or a monthly payment specified under sec. 7 point 2), the User is obliged to submit the number and expiration date of the payment card or the bank account number, and to give his/her consent in writing to charge the payment card or bank account of the User to

make the payment for the MyLife Card. The User undertakes not to cancel the standing order (ZS) or direct debit (PZ) for the period of the MyLife Agreement and to provide sufficient resources on the bank account or payment card to cover the payment for the MyLife Card in a given settlement month. In situations beyond the Operator's control, failure to collect the fee for a given month does not free the User from his/her obligation to make the necessary payment for the MyLife Card.

11. The User should express his/her consent specified under sec. 10 at one of the Partner's fitness facilities, through a consent form for establishing the standing order/direct debit submitted by the Partner. If the MyLife Card is delivered by a courier, the User agrees to establish the standing order/direct debit by signing a form sent with the Card, which the courier will return to the Operator.
12. The User's signature on the standing order or direct debit authorizes the Operator to charge the payment card or bank account of the User with a full amount due in a given month and in very following month of the MyLife Agreement without the need to notify the User.
13. MyLife Card may be issued to the User in the following way:
  - a) by sending it at the address submitted by the User in the order through a courier, with the reservation that the shipment charge will be added to the order in the amount specified in the order on the Platform's website;
  - b) at the reception desk at one of the Partner's fitness facilities.
14. The User confirms receiving the MyLife Card with his/her own signature issued based on the MyLife Agreement at the reception desk at one of the Partner's fitness facilities or in case of collecting the Card through a courier – in his presence, and confirms reading the Regulations of the Partner's fitness facility, which he will be attending (hereinafter referred to as the „statement“). The statement form is available at the reception desk of the Partner's fitness facilities or will be delivered by courier together with the MyLife Card. Provisions of the previous sentence apply to the Authorized Person accordingly.
15. The User agrees to issue and send electronic invoices, which will be available after logging in to the User's Account, pursuant to the VAT Act of 11 March 2004 (uniform text, Journal of Laws of 2011 No 177 item 1054, Journal of Laws of 2014, item 312). The User may download and save the invoice on his device in order to further use it, particularly to submit the electronic invoice to the Payer or Authorized Person.

## **§ 6 Rules of using the Program and the Card**

1. The User may use the MyLife Card, which gives access to the Program, provided that he/she makes the payments specified under § 5 sec. 5 and 9, with the reservation of provisions under sec. 7, 9 and 10 below.

2. The User may use the Card with reference to fitness services on the rules specified under sec. 12 - 13 below, and with reference to the medical services – to the extent and based on the rules specified under the Regulations of the Medical Packet, which is an Appendix to the MyLife Agreement available on the Platform's website. Furthermore the User is obliged to comply with the Regulations of the Partner's fitness object. Before using the foregoing fitness object the User should read the content of the Partners' subpages available of the Platform.
3. The MyLife Card may be issued only to the User, who concluded the MyLife Agreement, with the reservation that the User appoints the Authorized Person to use the foregoing Card. During the term of the MyLife Agreement the User may use only one Card.
4. The MyLife Card may not be sold or transferred and made available in any other form to the third party.
5. The Partner and the Medical Partner is obliged to provide the services specified in the Program with due diligence.
6. The Operator is obliged to:
  - 1) Deliver the Card,
  - 2) Give the possibility of using the Card properly,
  - 3) Provide at least one fitness facility, which the User or the Authorized Person may use in the following cities: capital city of Warsaw, Gdańsk, Sopot, Rzeszów, Częstochowa, Szczecin, Piła, Konin, Piaseczno, Siedlce, Wrocław, Cracow, Katowice. A complete list of fitness facilities is available at [www.kartamylife.pl](http://www.kartamylife.pl).
  - 4) Providing the medical packet to the User or Authorized Person offered by the Medical Partner during the term of the MyLife Agreement. A complete list of medical facilities of the Medical Partner is available at [www.kartamylife.pl](http://www.kartamylife.pl) and [www.luxmed.pl](http://www.luxmed.pl)
7. The User or Authorized Person may use the MyLife Card only during the term of the MyLife Agreement.
8. The MyLife Agreement concluded for a definite period of 12 months („Smart”) is effective for a period of 12 full calendar months, starting from the 1st day of the month following the month of concluding the Agreement, and the MyLife Agreement for an indefinite period („Flexi”) is effective from the day of its conclusion until its termination by any of the Parties. The User may specify the date he starts using the MyLife Card other than the date of concluding the MyLife Agreement, which is not later than 30 days from the date of concluding the foregoing Agreement (hereinafter referred to as “date of commencement”). In case of the foregoing, the MyLife Agreement concluded for a definite period is effective for a period of 12 full calendar months starting from the 1st day of the month following the month, in which the User specified the date of commencement.
9. The User is entitled to start using the MyLife Card to the extent of fitness services (i) after making the payment specified under § 5 sec. 5 and sec. 9, (ii) in case of selecting

the payment by instalments or monthly payments also after completing all the formalities under § 5 sec. 10.; .

10. The User is obliged to start using the MyLife Card to the extent of medical services, provided that the following formalities are completed, i.e. (i) making payments specified under § 5 sec. 5 and sec. 9, and (ii) receiving permission specified under § 5 sec. 10 – after 5 working days from the date of completing all the formalities. If the starts date is determined, the User is entitled to start using the medical services and after 5 working days from the date specified as the start date, provided that all the formalities are met.
11. The Operator may conclude the MyLife Agreement promotional terms and give discounts, which will be properly indicated in the order.
12. The User may use the MyLife Card: to the extent of fitness services in the Partner's fitness facilities (hereinafter referred to as the „fitness facilities”), in the days and times when the fitness facilities are open. The User accepts that the Partner's fitness objects may be closed during public holidays. The Partner has the right to stop providing services for some time and to close the fitness facilities for renovation purposes or to perform other necessary works.
13. During his/her visit to the Partner's fitness facility, the User may use the fitness services for any amount of time. A detailed scope of available services and the Partner's fitness facilities are specified in the Platform's website, with the reservation that in every fitness facility from the list the User possessing a valid MyLife Card is provided with the following services:
  - 1) Gym,
  - 2) Fitness classes,
  - 3) Sauna.
14. The User may access any fitness facility after showing the MyLife Card, which is read with the use of a special device. Employees at the reception desk have the right to verify the User's personal data (based on an identity document) and its compliance with the data on the MyLife Card. If the User does not have an identity document, if it is invalid or the data on the Card and in the document do not match, the Partner is entitled to refuse access to the fitness facility and to seize the User's MyLife Card.
15. A person authorized by the Operator is entitled to seize the Card if it's used by an unauthorized person, not according to its intended use or with the provisions of the Regulations.
16. The User is obliged to comply with the Regulations of the Partner's fitness facility, which he/she attends to. Before using the facility, the User should read the information provided in the Partners' subpages presented on the Platform.

17. The User is not allowed to change the appearance of the MyLife Card in any way.
18. Losing, destroying or theft of the MyLife Card should be immediately reported to the Operator by calling 0 800 800 105 or through email kontakt@kartamylife.pl. In the foregoing situation the Operator will immediately deliver a new MyLife Card to the reception desk at the fitness facility selected by the User, provided that the User makes payment for a new Card in the amount of 20,00 PLN. If the User finds a Card that was reported lost, it should be sent back to the Operator or Partner
19. Expanding the fitness services and the Partner's fitness facilities, as well as medical services specified on the Platform's website does not require a change in the Regulations.

#### **§ 7 Termination of the My Life Agreement. Freezing and suspending the User's rights**

1. MyLife Agreement concluded for a definite period („Smart”) may not be terminated before its term expires. The MyLife Agreement concluded for an indefinite period („Flexi”) may be terminated by each of the Parties with a 3-months prior notice with effect at the end of the calendar month.
2. If the MyLife Agreement concluded for a definite period will be terminated before the period, for which it was concluded by any of the Parties, this Party is obliged to pay the other one a contractual fine for earlier termination of the MyLife Agreement, in the amount calculated as the monthly instalment multiplied by the number of months, which were left until the end of the Agreement specified under § 6 sec. 8.
3. The Operator may terminate the MyLife Agreement with the User with immediate effect before the term of the Agreement expires, if the User violates any provisions of the foregoing Regulations, particularly if the User did not make the payment for the full three months.
4. The Operator may terminate with immediate effect the MyLife Agreement concluded for a definite period before the term of the Agreement expires, with one-month notice before the end of the calendar month, if the User violates any provisions of the Regulations of the Partner's fitness facility or the Medical Packet, when the Operator notifies the Partner or the Medical Partner about such violation.
5. The User has the right to terminate the MyLife Agreement if the Partner's fitness facilities are closed for more than 7 days, with the reservation of sec. 6.

6. The Partner has the right to stop providing services for some time and to close the fitness facilities for renovation purposes or to perform other works necessary for the proper operation of the Partner's fitness facilities.
7. The Operator is entitled to terminate the MyLife Agreement with immediate effect without any period of notice in the following cases:
  - 1) if the User gives the MyLife Card to any third party to use,
  - 2) if the MyLife card or its number are reproduced in order to be made available to third parties,
  - 3) if the User violates the Regulations of the Partner or the Medical Partner in a way that endangers the life or health of other people using their facilities, or that violates social standards and customs.
5. Declaration of the party to terminate the MyLife Agreement should be made in writing, otherwise it shall be null and void. If such declaration is sent by registered mail, it is deemed to be delivered the moment it is sent in the public operator post office (post date).
6. In case of delay in any payment for the MyLife Card (payment in instalments or monthly payment) exceeding 7 days, the Operator, after informing the User through the Partner, as well as through telephone, SMS, mail, personally or in writing about such delay and about the possibility of suspending the User's access to the Program and appointing a 7-day payment term, may immediately suspend the User's rights to use the fitness and medical services, if this term has expired. Suspending the User's rights as described above, does not require informing the User one more time. Such suspension lasts until the User settles all arrears, with the reservation that the right to use the medical services from the first day of the calendar month following the month, in which all payments were settled.
7. During the suspension period specified under sec. 6, the User is not entitled to use the fitness and medical services and the Operator is not obliged to provide any services on behalf of the suspended User connected with access to the MyLife Program.
8. The User has the right to freeze his/her right to use the MyLife Card: (i) in case of an agreement concluded for a definite period, for the period of 1 (one) to 3 (three) full calendar months only one time during the term of the MyLife Agreement, (ii) in case of an agreement concluded for an indefinite period, for the period of 1 (one) ) full calendar month, only one time during the calendar year (hereinafter referred to as the „**freezing period**“). Such period is not included to the overall term of the MyLife Agreement. A freeze disposition may be submitted until the 25 day of the calendar month at the latest. The start of the freezing period may not be later than 12 calendar months from the date of submitting such disposition. During such period the User is obliged to make monthly payments in the lower amount of 30,00 PLN (thirty), for the entire freeze period. Furthermore the User is not entitled to use the Club's and medical services. The freeze disposition should be submitted after logging into the User's Account at [www.kartamylife.pl](http://www.kartamylife.pl).

## § 8 Complaints

1. The User may submit a complaint to the Operator to the extent of the performance of the Account Agreement. Such complaint may be submitted electronically and sent to the Operator's email. The complaint should include the User's login, email and description of the problem. The Operator shall immediately process the complaint, not later than within 30 (thirty) days and sends a response to the User's email submitted in the complaint notification form.
2. The User may submit a complaint to the concerning the MyLife Agreement, based on the rules specified under § 8 sec. 1 above. The complaint may include the lack of MyLife Card or errors in its generation.
3. Complaints on the failure to perform or the wrong performance of Program services by the Partner should be reported to the Operator. If the User submits the complaint specified in the previous sentence, it is submitted to the proper Partner or Medical Partner and the Operator shall immediately but not later than within 30 (thirty) days process the complaint and send a response to the User's email submitted in the complaint notification form.
4. The Operator does not agree to participate in *out-of-court settlements of consumer disputes*, pursuant to provisions of art. 32 sec. 1 point 2 of the Act dated 23 September 2016 on *the Out-of-Court Settlement of Consumer Disputes* (Journal of Laws of 2016 item 1823).

## § 9 Withdrawal from the MyLife Agreement

1. The User may withdraw from the MyLife Agreement without giving any reasons by submitting a proper declaration in writing (mail address **Acceler Sp. z o.o., skrytka pocztowa 21, 00-646 Warszawa UP 10**) within 14 (fourteen) days from the date of concluding the MyLife Agreement. In order to observe the foregoing term a declaration should be sent by registered mail before such term expires. A pattern of the declaration to withdraw from the agreement can be found on the Platform's website.
2. If the withdrawal is binding, the Agreement is considered not to have been concluded and the Parties return the services, with the reservation of provisions of § 10. In such case the Operator will block the possibility of using the MyLife Card as of the day of withdrawal.
3. Withdrawing from the MyLife Agreement is not possible after the MyLife Card was used.

## § 10 Return of the amounts due

1. The Operator shall return the User all amounts due within 14 (fourteen) days from the date such an obligation occurs.
2. The amounts shall be returned through the system of electronic payments eCard or ePrzelewy supported by eCard S.A. The Operator returns the amounts to the User's bank account or the payment card account, which were used to pay for the MyLife Card.
3. The Operator reserves the right to claim the return of 20,00 PLN every time the Program is used since the day the User withdraws from the MyLife Agreement.
4. The Operator is not liable if the amounts were not returned or where returned with a delay because the User submitted the wrong data for the bank transfer or to credit a payment card. In this case amounts shall be returned immediately after receiving the correct data from the User.

## § 11 Free services within the Account Agreement

1. Within the Account Agreement the Operator may provide free electronic services to the Users:
  - 1) Running the User's Account;
  - 2) Newsletter;
  - 3) Social networking services.
2. Services specified under §11 sec. 1 will be provided 24/7.
3. The Operator reserves the right to choose and change the type, form, time and method of granting access to selected services, about which he will inform the Users pursuant to the changes in the Regulations .
4. The service of running the User's account is available after registering pursuant to the rules specified under § 4 of the Regulations.
5. The Newsletter service is available to every User, who activates a respective field in the registration form or in the User's Account after registering.
6. The Newsletter service means that the User will receive information about new products or services from the Operator, as well as about any novelties and changes in the Program. The Newsletter is sent by the Operator to all Users, who selected this service.
7. Every Newsletter sent to the User contains:
  - 1) information about the sender;
  - 2) the „subject” specifying the content of the delivery;
  - 3) information about the possibility and method of cancelling the free Newsletter service.
8. The User is willingly disseminating any content placed on the Platform's website. Such content does not express the Operator's views and should not be identified with him. The Operator is not

the supplier of such content but only provides proper ICT resources.

9. By publishing any content the User hereby declares that:
  - 1) he/she is entitled to use the proprietary copyrights, industrial property law and/or rights related to the works, subjects of the industrial property law (e.g. trademarks) and/or subjects of the related rights respectively;
  - 2) publishing and sharing of personal data, image and information about third parties as part of the free service specified under sec. 8 above was legal, voluntary and with the consent of the person, to which it applies;
  - 3) agrees that the content be viewed by other Users and by the Operator and authorizes the Operator to use them free of charge pursuant to the provisions of the foregoing Regulations ;
  - 4) gives his/her consent for work compilations as defined in the Act on Copyright and Related Rights.
10. The User is not entitled to:
  - 1) publish, as part of the free service specified under sec. 8 above, personal data of third parties and to distribute the image of third parties without the permit or consent of the third party required by law;
  - 2) publish, as part of the free service specified under sec. 8 above, advertisements and/or promotional materials.
11. The Operator is responsible for the content published by the User provided he receives a notice pursuant to §13 of the Regulations .
12. Users are not allowed to publish as part of the free service specified under sec. 8 above the content that:
  - 1) were published in in bad faith, e.g. with the intent of violating the personal rights of the third party;
  - 2) would violate any rights of the third party, including rights connected with the protection of copyrights and related laws, protection of industrial property law, trade secrets or connected with an obligation on confidentiality;
  - 3) are offensive or threatening to others, that contain the vocabulary that violate good practices (e.g. vulgarisms or expressions that are considered offensive);
  - 4) violate in any other way good practices, provisions of the effective law, social standards.

In case of receiving a notice pursuant to § 13 of the Regulations the Operator reserves the right to modify or remove the content published by the Users using the free services specified under sec. 8, particularly the content that may be considered as a violation of the foregoing Regulations or the effective provisions of law based on the opinion of a third party or respective authorities. The Operator does not control the published content regularly.

13. The User agrees that the Operator uses the content published by him/her free of charge.
14. An inquiry may be sent to the Operator through a special form available on the Platform's website.
15. The User may at any time cancel the Newsletter through the link attached to every e-mail sent as part of the Newsletter service or by activating a proper field in the User's Account.
16. The User that has registered but not concluded the MyLife Agreement may request that the User's Account be removed, which will take place immediately, not later than within 21 (twenty one) days from the foregoing request.
17. The Operator is entitled to block the access to the User's Account and services, if the User acts to the detriment of the Operator or other Users, violated the provisions of law or of the Regulations, and when blocking the access to the User's Account and services is justified for security reasons – particularly when the User breaks the website's security or is engages in other hacking activities. The Operator informs the User about blocking the access to the User's Account and free services by sending information on an e-mail address specified by the User in the registration form.
18. Provisions of § 11 do not apply to the Authorized Person.

## **§ 12 Liability**

1. The User may use the services under the Program according to his/her state of health and physical condition.
2. The Operator is not responsible for any effects of the User not complying with the provisions of the foregoing Regulations, the Regulations of the Partners and Medical Partners.
3. The User undertakes to compensate for the damages done to the Partners, Medical Partner and the Operator due to improper (not compliant with the foregoing Regulations, the Regulations of the Partners and Medical Partners) use of the Card and for damages caused by using the services provided by the Partner, i.e. damaging the equipment or the property of the Partner or Medical Partner.
4. The Operator is not responsible towards the Users for:
  - 1) the inability of the User to use the Program due to an illness, holiday, lack of time, etc.,
  - 2) change of the service offer within the Program concerning individual fitness facilities, with the reservation that the Operator is obliged to

provide at least one facility in every city specified under § 6 sec. 6 point. 3, to the extent of services indicated in § 6 sec. 12 and sec. 13.

5. The Operator is not responsible for the inability to use the Platform or for any difficulties in using it due to the following reasons attributable to the User: loss of Password or the Password coming into the possession of a third party (no matter in what manner). The Operator is however responsible if the Password is lost or comes into possession of a third party for reasons attributable to the Operator or for other reasons the Operator is responsible for.
6. The Operator's responsibility is limited to providing the User with access to fitness services and medical packet pursuant to provisions of the foregoing Regulations. The responsibility does not apply to the quality of services if the Operator is not at fault.
7. The Operator is not liable for damages caused by the User's acts or omissions connected with using the Platform in a manner that is not compliant with the effective laws or the Regulations.
8. The Operator is only liable based on the foregoing Regulations, the MyLife Agreement, the Account Agreement and mandatory provisions of law.

#### **§ 13 Reporting a threat or violation of laws**

1. If the User or other person or entity decides that the content on the Platform's website violates their rights, personal rights, feelings, morality, beliefs, rules of fair competition, know-how, secrets protected by law or based on an obligation, he/she may inform the Operator about a potential violation.
2. The Operator informed about potential violation shall take immediate actions to remove the foregoing content from the Platform's website.

#### **§ 14 Personal data and „Cookies“**

1. The Operator is the administrator of the Users' personal data submitted to the Operator willingly as part of the Registration and as part of the services provided electronically by the Operator or as part of other circumstances specified under the Regulations .
2. Personal data will be processed by the Operator only based on an authorization to process such data and only for completing the orders or services provided electronically by the Operator.
3. Personal data received by the Operator to the extent of fitness services or services provided as part of the medical packet, will be submitted to the Partner or Medical Partner only for the purpose of proper provision of services under the Program.
4. The Operator as an administrator of personal data appointed an Administrator for Information Safety, who keeps an open register of personal data processed by the Operator. The foregoing Register is kept on paper.

5. Personal data are submitted to the Operator willingly, with reservation that failure to provide the data specified in the Regulations during Registration makes it impossible to Register and open the User's Account, as well as to conclude the MyLife or an Account Agreement.
6. Everyone who wished to submit their data to the Operator has the right to access and change them.
7. The Operator provides the possibility of removing personal data from the register, particularly in case of closing the User's Account. The Operator may refuse to remove personal data, if the User violates the effective laws and preserving such data is necessary to explain the circumstances and determine the User's liability by the judicial authority.
8. The Operator protects the personal data submitted and makes every effort to secure them from unauthorized access or use. The collected User personal data is treated as a separate database kept on the Operator's server in a special secured area providing proper level of protection.
9. The Operator does not transfer, sell or lend the collected User's personal data to any third party or institutions, unless at the express consent of the User, to the extent of providing other services within the Program or at the request of the User, pursuant to effective provisions of law or upon request of the court, prosecutor's office, police or other authorized body, if the Users violates effective provisions of law. The Operator uses the services of the external hosting company, which shares its servers for the purposes of the Portal's website.
10. At the express consent of the User the Operator may send the User's personal data to the extent necessary for the performance of the sales agreement, to eCard S.A. with its registered office in Gdańsk, if the User made the payment through the eCard system.
11. At the express consent of the User the Operator may send the User's personal data to the Medical Partner to monitor the quality of medical services offered by the Medical Partner's facilities by conducting a satisfaction survey to the extent of services provided in the foregoing facilities.
12. The Operator reserves the right to disclose the general User summary statistics to the companies and Internet services cooperating with the Operator. The foregoing statistics include the viewing of the Platform's websites and do not contain the User's personal data.
13. When Users use the Platform's websites, the Operator uses "cookies", which are saved by the Operator's server on the hard drive of the User device.
14. The aim of "cookies" is to help in the proper operation of the Platform's websites on the User devices use. The mechanism does not destroy the device and does not change the configuration

of the device and installed software.

„Cookies” are not meant to identify the Users.

15. The Operator uses "cookies" for the following reasons:
  - 1) to remember information about the User devices;
  - 2) verification and development of the offer;
  - 3) statistical.
16. Every User may turn off the „cookies” mechanism in the Internet browser on his/her device. The Operator warns that turning off the „cookies” may cause certain difficulties or make it impossible to use the Platform’s websites.

### **§ 15 Closing the Account (terminating the Account Agreement)**

1. The User who has registered and did not conclude the MyLife Agreement or the MyLife Agreement was terminated, may terminate the Account Agreement by informing the Operator about the wish to close the User’s Account with the use of any communication means, which allows the Operator to familiarize with User’s declaration of will. In this case the Operator shall immediately Deactivate the Account.
2. Account Deactivation takes place after the User’s death.

### **§ 16 Final provisions and changes in the Regulations**

1. The content of the foregoing Regulations may be printed, saved on a medium or collected at any time from the Platform.
2. The Regulations may change. The User will be informed about such changes through information published on the main page by the Operator, which redirects to the page containing the summary of such changes. The foregoing information will remain on the main page of the Platform for the period of at least 14 (fourteen) consecutive Working Days, and will receive the summary of changes to the e-mail address submitted in the registration form.
3. The foregoing information shall be sent not later than 14 (fourteen) Working Days before the amended Regulations will take effect. If the User does not accept the new Regulations he/she is obliged to inform the Operator about this until the day before the foregoing Regulations take effect. If the User does not accept the new Regulations, he/she may terminate the MyLife Agreement or the Account Agreement. In this case the provisions of § 7 sec. 2 of the Regulations do not apply.
4. All MyLife and Account Agreements concluded by the Operator before the change of the Regulations are executed based on the Regulations effective as of the date of concluding the foregoing Agreements by the User, if the User informed the Operator that he/she does not agree to the changes. In other cases Agreements are executed based on the new Regulations.
5. In case of any disputes arising out of the MyLife Agreement the parties shall try to solve them amicably.

6. Polish law is used to solve any disputes arising out of the foregoing Regulations.