

TERMS AND CONDITIONS FOR THE USE OF THE APP

§ 1. General Provisions

1. These terms and conditions define the rules for using the Medicover Sport Application, which enables access to sports and training offers, as well as other functions related to services provided by Medicover Sport Sp. z o.o.
2. Medicover Sport Sp. z o.o. with its registered office in Warsaw, Al. Jerozolimskie 96, (00-807 Warsaw), entered into the Business Register of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS (national Court Register) number 0000909046, NIP (Tax Identification Number): 5252354272, REGON statistical number: 140428695, share capital: PLN 13,568,072.00 (hereinafter referred to as "**Medicover Sport**") – is the entity responsible for the operation of the App and the provision of related Services.
3. Medicover Sport Sp. z o.o. is responsible for all content and functions available in the App and for the provision of services offered through it. All rights to the App, including copyrights and trademarks, belong to Medicover Sport Sp. z o.o. or related entities from the Medicover group.
4. The User has the opportunity to read the Terms and Conditions before starting to use the App. Acceptance of the Terms and Conditions is a necessary condition for using the App.
5. Medicover Sport Sp. z o.o. reserves the right to change the rules for using the App, including changes to the Terms and Conditions, of which users using the App will be informed at least fourteen (14) days in advance. Use of the App after changes to the Terms and Conditions have been introduced will be equivalent to their acceptance.
6. Application Users may contact the Medicover Sport customer service department at any time to obtain technical support or clarify issues related to the Terms and Conditions. Contact details are available in the "Contact" tab in the App and on the Medicover Sport website: <https://medicoversport.pl/kontakt>.

§ 2. Definitions

1. **App** – software intended for use on mobile devices, such as smartphones and tablets, available for download by Users in the Google Play stores (for Android) and App Store (for iOS). The App enables the use of Services offered by Medicover Sport.

2. **User** – a natural person with an active User Account in the Medicovert Sport App who has accepted the Terms and Conditions and gained access to the functions and Services offered by the App.
3. **Services** – all benefits available within the Medicovert Sport App, such as browsing the locations of Sports Facilities and other functions offered by the App.
4. **Sports Facility** – an external entity cooperating with Medicovert Sport that offers its Services as part of the Medicovert Sport programme, e.g. fitness clubs, gyms, swimming pools and other Sports Facilities where App users can use the Services.
5. **User Account** – a unique User profile in the Medicovert Sport App that enables the use of the full functions of the App. The User Account is secured with an access code.
6. **Terms and Conditions** – this document, which specifies the rules for using the Medicovert Sport App, including the rights and obligations of Users and the rules of cooperation between Users and Medicovert Sport.
7. **Personal Data** – any information relating to an identified or identifiable natural person, processed by Medicovert Sport in accordance with applicable law and the Privacy Policy.
8. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, applicable within the European Union.
9. **Login** – a unique user identifier used in the login process to the Medicovert Sport App, enabling access to the User's account after correctly providing the access code.
10. **Privacy Policy** – a document specifying the rules for processing Personal Data in the App by Medicovert Sport, available to Users in the App and on the Medicovert Sport website at <https://medicovertsport.pl/centrum-prywatnosci>
11. **Package** – Medicovert Sport Multipackage containing sports services and activities and access to Sports Facilities.
12. **Store** – a component enabling users of the Medicovert Sport App to purchase Services and Goods of Sellers offered on the Medistore Platform.
13. **Medistore Platform** – an internet service (intermediary platform) run by Medicovert, available in the internet domain medistore.com.pl, enabling the purchase of goods or services of third parties.

§ 3. Technical Requirements

1. The Medicover Sport App is intended for use on mobile devices, such as smartphones and tablets, with the iOS operating system (version 15.0 or later) and Android (version 9 or later). The User is responsible for providing a compatible mobile device and its proper functioning.
2. Use of the App is only possible during an active Internet connection, which enables access to all functions of the application.
3. Medicover Sport regularly provides updates to the App, which may contain functional improvements, bug fixes or additional security features. It is recommended that Users install updates as they are made available to ensure full access to services and security of using the App.
4. The User should regularly update their device's operating system to ensure compatibility with the App and data security.
5. It is advisable to have antivirus software on the device to protect the App and User data against threats.
6. Use of the full functionality of the Medicover Sport App requires having a Medicover Sport Package.
7. The App may require consents and permissions to use certain device functions, such as GPS location (to indicate the nearest Sports Facilities).
8. In the event of technical problems or questions regarding the operation of the App, the User may contact the Medicover Sport technical support department via the App or by telephone at the number provided in the "Contact" section in the App and on the Medicover Sport website: www.medicoversport.pl/kontakt.

§ 4. Activation of the User Account in the App

1. The User has the possibility to log in to their Package in the App. Data provided during login must be consistent with the data provided during Package registration.
2. After entering the data, the User receives an SMS message with a code that enables confirmation of registration.
3. The User is obliged to provide true and up-to-date data during registration.
4. Medicover Sport reserves the right to temporary suspension or permanent blocking of the User Account in the event of violation of the provisions of the Terms and Conditions, suspicion of abuse, unauthorised access or in a situation where the User Account is used contrary to its intended purpose. In such a situation, Medicover Sport will inform the User about the reasons for the block.

§ 5. Rules for Using the App

1. The User undertakes to use the App in accordance with the law and the provisions of the Terms and Conditions, as well as to respect the rights of other Users.
2. The Medicover Sport App has been made available in order to provide access to a wide sports offer and additional functionalities.
3. Users may use the App only for their own use, for non-commercial purposes.
4. All content available in the App, including visual materials, texts, trademarks and other graphic elements, are the property of Medicover Sport or have been used in accordance with applicable regulations. It is forbidden to copy, modify, distribute and use these materials in a manner inconsistent with their intended purpose without the consent of the owner of the rights.
5. The User is obliged to use the App in accordance with its purpose and applicable law. In particular, the User may not:
 - use the App in a manner that may infringe the rights of others, including their right to privacy,
 - provide false or misleading information,
 - use the App in a manner that may damage, disable, overload or hinder its operation, e.g. by sending malicious software.
6. The User is obliged to ensure the confidentiality of access data to the User Account (login and password). The User may not share access data with third parties.
7. Medicover Sport reserves the right to send technical notifications related to the operation of the App, including the need to update it, and after prior consent to receive commercial and marketing information, which aim to inform Users about new functions, events and other important aspects related to the use of the Services. App updates may be required to ensure its proper operation, security and access to new functions. The User should regularly update the App to be able to fully use its possibilities.
8. In the event of technical problems or noticing inappropriate behaviour of other Users, this fact should be reported to the Medicover Sport customer service office. All reports will be treated with due seriousness and considered by the support team. Medicover Sport makes every effort to ensure that the App works correctly, but does not guarantee that it will be free from errors or interruptions in availability.
9. Medicover Sport shall not be liable for any losses or damages resulting from an interruption in the operation of the application, technical failures, loss of data or unauthorised access to the User Account, unless they result from the exclusive fault of Medicover Sport.
10. Medicover Sport reserves the right to temporary suspension or permanent blocking of the User Account if there is a justified suspicion that the User is

violating the provisions of the Terms and Conditions, in particular through actions violating the security of the App, other Users or intellectual property rights. The decision to block the User Account may also be made in a situation where abuse or improper use of the App is detected.

§ 6. Services Provided via the App

1. Users of the Medcover Sport application have the possibility to browse the full sports offer within the Package, covering services available in the Package, Sports Facilities, including fitness clubs and other facilities offering sports and recreational activities. Each Sports Facility contains information about available services, opening hours and location.
2. Depending on the Package, the App provides additional functionalities, e.g. a healthy eating zone, which are made available to Users in accordance with the purchased Package.
3. Application Users are informed in the news about current changes, subject to the provisions of § 5 para. 7.
4. The App also includes a function for contacting Medcover Sport customer service.
5. Users may ask questions, report problems with the App, or obtain support regarding the Services offered. The App allows Users to conveniently buy products available on the Medistore Platform. The User may get to know more about the offer, select products of interest, add them to the basket and make payment using the provided methods. Purchases are made in accordance with the Medistore Platform rules: <https://www.medistore.com.pl/a/regulamin>.

§ 7. Liability of the Service Provider

1. Medcover Sport, as the service provider and owner of the App, is responsible for ensuring the proper functioning of the App, as well as for providing all Services and functions consistent with those described in the Terms and Conditions. Medcover Sport undertakes to provide Services diligently and to ensure Users have access to up-to-date information on the sports offer and other functions of the App.
2. Medcover Sport shall not be liable for temporary interruptions in access to the App caused by technical reasons independent of Medcover Sport, such as system failures, interruptions in Internet access, server problems or other

unforeseen circumstances. Medicover Sport makes every effort to immediately remove any technical defects and restore the full functionality of the App.

3. Medicover Sport is not responsible for services provided directly by Sports Facilities cooperating with Medicover Sport (e.g. fitness clubs, gyms, swimming pools). The App only functions as an intermediary, enabling Users access to an external sports offer within the Package.
4. Medicover Sport undertakes to comply with applicable regulations regarding the protection of Personal Data and to apply appropriate security measures to protect the data of App Users.
5. Medicover Sport is responsible for the truthfulness and up-to-dateness of the information contained in the App, including content regarding the sports offer and the conditions for using the App.

§ 8. Personal Data Protection

1. The controller of personal data processed in the App for the purpose of providing Services is Medicover Sport sp. z o.o. with its registered office address: Al. Jerozolimskie 96, 00-807 Warsaw. Medicover Sport is responsible for processing Personal Data in accordance with the provisions of the GDPR and other applicable regulations regarding the protection of Personal Data.
2. The User has the right to access their Personal Data, rectify them, delete them or limit their processing, as well as the right to transfer Personal Data and object to the processing of Personal Data.
3. By providing Personal Data, the User declares that the personal data provided by them are their data.
4. Detailed provisions regarding the protection of the User's personal data, including the possibility of exercising the rights described in para. 2 above, are contained in the Privacy Policy available on the Medicover Sport website.

§ 9. Intellectual Property Rights

1. All materials available in the Medicover Sport App, including, in particular: texts, graphics, logos, photos, films, animations, graphic design, page layout, source code and the structure of the App, are protected by copyright. They constitute the property of Medicover Sport or are used on the basis of appropriate licenses.
2. Medicover Sport holds full copyrights to the content of the App.
3. The User does not have the right to copy, reproduce, modify, distribute, share, sell or create derivative works based on the content available in the App without the prior written consent of Medicover Sport.

4. Any violation of this prohibition may result in appropriate legal action being taken by Medicover Sport, including claims for damages or reporting the matter to law enforcement authorities in the event of copyright infringement.
5. All trademarks, trade names, logos, logotypes and trade designations used in the App are registered trademarks of Medicover Sport or their licensors. The use of any of these images by the User is possible only with the prior written consent of Medicover Sport.
6. The User may not use, copy or distribute Medicover Sport trademarks in any way without written consent. Any unauthorised use of these marks constitutes an infringement of intellectual property rights.
7. Medicover Sport reserves the right to seek claims for damages for any losses or damages resulting from the infringement of intellectual property rights by the User or other third parties, on general terms.

§ 10. Complaints

1. The User has the right to submit complaints regarding the operation of the App or the quality of the Services provided to the customer service office at the e-mail address: bok@medicoversport.pl.
2. Deadline for considering the complaint: Medicover Sport undertakes to consider the complaint within fourteen (14) working days of its receipt. The response to the complaint will be sent to the e-mail address indicated by the User.

§ 11. Changes to the Terms and Conditions

1. Medicover Sport reserves the right to make ongoing changes to the Terms and Conditions in order to adapt them to changing legal regulations or introduce new functionalities in the App.
2. Users will be informed about changes to the Terms and Conditions at least fourteen (14) days in advance, by e-mail or a message in the App. Use of the App after the introduction of changes means their acceptance by the User. In the event of a change to the Terms and Conditions, the User has the right to terminate the agreement for the use of the App with immediate effect before the changes to the Terms and Conditions enter into force by uninstalling the App on the device. Changes in the scope of the App's functionality, in particular: adding new or changing functionalities, changes in the rules of operation of Facilities and offered Services, changes of an editorial and organisational nature not affecting the rights and obligations of Users, are not treated as changes to the Terms and Conditions.
3. The Terms and Conditions may change for important reasons, which include:

- 1) Introduction of new provisions of generally applicable law or introduction of changes to these provisions, affecting the rules for offering and performing Services to which the provisions of the Terms and Conditions apply;
- 2) Issuance of court rulings, decisions of administrative bodies, decisions, guidelines, orders, recommendations, interpretations or recommendations of authorised bodies, including the Office of Competition and Consumer Protection, as well as their changes;
- 3) Broadening the Medicover Sport offer by introducing a new type of Services;
- 4) Changes to IT systems, technical or technological solutions to which the provisions of the Terms and Conditions apply;
- 5) Changes to the existing rules or conditions for providing Services introduced to improve the quality or safety of the Services provided;
- 6) Changes of an editorial and organisational nature affecting the rights and obligations of Service Recipients.

§ 12. Final Provisions

1. The Terms and Conditions are subject to Polish law.
2. Any disputes related to the use of the App will be resolved by the court locally competent for the registered office of Medicover Sport.