

## Regulations for the online platform of Medicover Sport sp. z o.o. (formerly OK System Polska S.A.)

### 1. GENERAL PROVISIONS

- 1.1. These Regulations shall determine the terms and conditions for using the online platform (hereinafter referred to as the **Platform**) located at [www.medicoversport.pl/pakiety/nazwa](http://www.medicoversport.pl/pakiety/nazwa) by the User, including the rules of registration of a User account, the types, scope, terms and conditions for the provision of electronic services, consisting of the maintenance of the account by Medicover Sport, the technical requirements necessary to use the Platform, the rights of Users and the complaint procedure.
- 1.2. The rules for using the respective services by the User shall be determined in separate regulations concerning a given service.
- 1.3. At the moment of initiation of any activities aimed at using the Platform, each person shall become familiar with the content of these Regulations and comply with their provisions. The acceptance of the Regulations shall be necessary to gain access to the Platform. If consent to the terms and conditions of the Regulations is not given, the use of the Platform is unacceptable.
- 1.4. With regard to services provided by electronic means, these Regulations are the regulations referred to in Article 8 of the Act of 18 July on the provision of services by electronic means.
- 1.5. These Regulations shall be available to Platform Users for free, via the Platform and in a form which enables their acquisition, reproduction and recording by means of the ICT system. Any User may access the Regulations at any time by "clicking" on the "Regulations" link located in the relevant tab on the Platform.
- 1.6. Use of the Platform shall be voluntary and possible only for persons who have such a right under the agreement concluded between Medicover Sport and the Purchaser.

### 2. BASIC INFORMATION AND TERMS OF USE OF THE PLATFORM

- 2.1. The administrator of the Platform is Medicover Sport sp. z o.o. (formerly OK System Polska S.A.) with its registered office in Warsaw (00-807), at al. Jerozolimskie 96, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the number 0000909046, Tax Identification Number [NIP]:525-23-54-272, e-mail: [bok@medicoversport.pl](mailto:bok@medicoversport.pl) (hereinafter referred to as **Medicover Sport**).
- 2.2. The basis for using the Platform shall be the agreement concluded between Medicover Sport and the Purchaser. Before the Platform User starts to use the Platform, he/she should obtain information about the scope and manner of use of the Platform from the Purchaser. Through the Platform, Medicover Sport provides Users with information about the rules of use of the Platform and services, including information about available Multipackages.
- 2.3. Registration on the platform is voluntary and free-of-charge.
- 2.4. The User of the Platform may be a natural person who is 16 years old and who, after accepting the provisions of the Regulations, effectively completes the registration procedure on the Platform resulting in the successful creation of an account on the Platform. Persons with limited legal capacity, including those who are over 16 and under 18 years of age, may use the services of the Platform with the consent of their parents or other legal representatives.
- 2.5. In order to register on the Platform, it is necessary to fill in the registration form, providing your name and surname, e-mail address, phone number including the prefix +48, password and data indicated by the Purchaser for identification of the User. The User shall accept the Regulations.

- 2.6. As a result of the correct registration on the Platform, the User will gain free-of-charge access to the User account created for him/her, which he/she may use while navigating the Platform, after logging in.
- 2.7. After registration on the Platform, each log-in shall take place using the e-mail address or phone number and password provided in the registration form.
- 2.8. The User may take advantage of the functionalities of the Platform which are relevant for the access assigned to him/her, including the assigned service, in accordance with the agreement concluded between Medcover Sport and the Purchaser. The scope of the services assigned to the User shall be visible from the User account level.
- 2.9. One person may only have one account on the Platform. It is prohibited to provide access to the account to third parties.

### **3. TECHNICAL REQUIREMENTS**

- 3.1. The use of the Platform requires:
  - a. Access to a computer or other device with an operating system with access to the Internet network that supports popular web browsers such as Internet Explorer 8.0 or later or the latest versions of the following browsers: Chrome, Safari, Firefox, Opera Android, Safari (IOS), Windows Phone.
  - b. Additionally, the use of the Platform may depend on the installation of such software as Java, Java Script, software which enables the reading of files in the pdf format, acceptance of Cookies.
  - c. An up-to-date and properly configured e-mail account;
  - d. A mobile phone.
- 3.2. When the User takes advantage of additional services or functionalities of the Platform, it is possible that additional technical requirements may be obligatory, whereby these requirements shall be described in separate regulations regarding a given service.
- 3.3. If the User uses hardware or software which do not meet the technical requirements specified above, Medcover Sport shall not guarantee the correct functioning of the Platform and shall make a reservation that this may have a negative impact on the quality of the provided services.
- 3.4. Medcover Sport represents that the public nature of the Internet network and the use of services provided by electronic means may involve the risk of obtaining and modifying the Users' data by unauthorised persons, therefore, Users should take proper technical measures which will minimise the risks indicated above. In particular, Users should use antivirus and identity protection software for Internet users.

### **4. RIGHTS AND OBLIGATIONS OF THE USER**

- 4.1. Each user is obliged to use the Platform in a manner which complies with the content of these Regulations, the provisions of law, the general terms of use of the Internet and in accordance with the principles of morality, particularly, in a manner which does not violate the rights of third parties and the rights and interests of Medcover Sport.
- 4.2. It is particularly prohibited to:
  - a. deliver illegal content, specifically content which violates these Regulations, provisions of law, general terms of use of the Internet and good practice;

- b. install malware or mechanisms or other devices which could cause a disruption to the functioning of the Platform or result in an action that is not compliant with the Regulations, or to distribute such malware, mechanisms or devices through the Platform;
  - c. impersonate other people, provide false personal data or other information about the User which could otherwise be misleading.
- 4.3.** If it is confirmed that the User uses the Platform in a manner which is not compliant with the Regulations, and in particular, if he/she is involved in activities described in section 4.2 above, Medcover Sport may, with immediate effect, block his/her account, and also has the right to take any actions which are aimed at remedying the damage incurred in connection therewith.
- 4.4.** The User is obliged to notify Medcover Sport immediately of any case of violation of his/her rights to the login and/or password, and also of any case of violation of the rules established in these Regulations.
- 4.5.** Medcover Sport shall provide the User with access to up-to-date information on specific risks associated with the use of the service provided electronically as well as the function and purpose of the software or data which are not the components of the service content, entered by Medcover Sport into the ICT system, which it uses.
- 4.6.** Medcover Sport takes all possible technical and organisational measures prescribed by the relevant legal provisions to protect the personal data of the Users, in particular to prevent the acquisition and modification of the data provided during registration by unauthorised persons.

## **5. SERVICES**

- 5.1.** Medcover Sport shall render a free-of-charge service of maintaining the User's account on the Platform by electronic means, and through this account, shall provide all Users of the Platform with:
- a. Information about services offered by Medcover Sport or about products or services offered by entities which cooperate with Medcover Sport;
  - b. Tools which allow the selection of specific Medcover Sport services by the User, in particular, Multipackages and products or services provided by entities which cooperate with Medcover Sport;
  - c. Tools which allow specific services offered by Medcover Sport to be used by the User, in particular Multipackages.
  - d. Periodically, tools which enable the use of current promotions and special activities organised by Medcover Sport or entities which cooperate with Medcover Sport.
- 5.2.** The User, whose cost of purchase of a service is paid in full by the Purchaser, chooses the service on the Platform, provided that the service can be chosen within the scope of the agreement concluded between Medcover Sport and the Purchaser, which will be visible from the User's account.
- 5.3.** The User may use the Platform and services in accordance with the conditions indicated in the agreement concluded between Medcover Sport and the Purchaser and in the regulations for the given service.
- 5.4.** The service selected on the Platform shall be activated only upon approval obtained from the Purchaser. The User shall receive confirmation of the registration of the account, activation of the package or lack of acceptance of the order by the Purchaser to the e-mail address provided at the registration on the Platform.
- 5.5.** In order to cancel or change the selected service, the following activities must be performed within the period indicated in the agreement concluded between Medcover Sport and the Purchaser:
- a. Logging into the Platform;
  - b. Selection of the active Multipackage in the "Your Packages" tab;
  - c. If the User wishes to cancel the Multipackage, it is necessary to select the "Cancel" button, and if a change is to be made, the "Change package" button must be used (or equivalent buttons);

- d. Entry of personal data into the form and expression of consent, if this is required.

## 6. RULES OF USE OF THE PLATFORM

- 6.1. All rights to the Platform, including author's economic rights, industrial property rights related to the name, Internet domain, logotypes, as well as rights to all content published on the Platform are subject to legal protection and are vested in Medcover Sport or entities with which Medcover Sport has concluded appropriate agreements. The use of the Platform and the content, tools or services included in it is only allowed for the User's own personal use, for purposes compliant with the intended use of the Platform as well as provisions of law, Regulations and good practices. In particular, it is not permitted to use them in any organised profit-making or non-profit-making activity without Medcover Sport's consent.
- 6.2. Medcover Sport makes every effort to ensure that the content on the Platform is up-to-date, accurate and available at all times.
- 6.3. Medcover Sport has the right to change the scope or type of content available on the Platform at any time, and to extend, change, limit or discontinue offering both some of the functionalities and all of the tools or services available on the Platform.
- 6.4. The account may be deactivated by Medcover Sport, if Medcover Sport comes to the conclusion that:
  - a. The user violates the provisions of the Regulations or the regulations concerning the service selected by the User;
  - b. The Multipackage of the User is not active and the User has not logged in to the Platform at all for a period of 12 months since the last login;
  - c. The User has more than one account - in such a case, all User accounts may be deactivated;
  - d. Within a period of 3 months from the date of blocking of an account or other specific services of the Platform, the User does not take actions necessary to remove the causes which are the basis of the blockade, or does not give a guarantee of conduct that is compliant with the Regulations because of specific circumstances;
  - e. The User undertakes actions which, at least indirectly, may seem to interfere with the structure of the Platform to which such User has no access, or by his/her actions destabilises the functioning of the Platform, regardless of the manner and techniques of the above actions.
- 6.5. The User account may be deactivated if the access of the User to the Platform is disabled at the request of the Purchaser, or if the agreement between Medcover Sport and the Purchaser is terminated whereby the User shall be notified of this fact.
- 6.6. The User is entitled to withdraw from the agreement on the maintenance of the account on the Platform (Regulations) pursuant to article 27 of the Act of 30 May 2014 on consumer rights, within 14 days of the date of registration of the account on the Platform. The statement of withdrawal must be sent via e-mail, using the following address: [bok@medicoversport.pl](mailto:bok@medicoversport.pl). The model form of withdrawal is included in Appendix 1 to the Regulations. As a consequence of withdrawal from the agreement on the maintenance of the account on the Platform (Regulations), the User account is deactivated.
- 6.7. The User may, at any time, terminate the agreement for the maintenance of the account on the Platform (Regulations), by the submission of a request to Medcover Sport for the deactivation of the account on the Platform. For this purpose, it is necessary to contact Medcover Sport by e-mail, using the following e-mail address [bok@medicoversport.pl](mailto:bok@medicoversport.pl). Then, the data entered in the registration form must be provided (name and surname, phone number and e-mail address), and as a result of this, it will be possible to identify the account on the Platform without any problems.

- 6.8. Deactivation of the User account may make further use of the services by the User impossible, if the specifics of a given service requires the possession of an active account on the Platform.
- 6.9. In the event of deactivation of the User account, Medicover Sport shall inform the User about possible options and conditions for using the services after the deactivation of the User account, based on terms agreed with the Purchaser.
- 6.10. The detailed rules of use of Multipackages are provided in separate Regulations.

## 7. PERSONAL DATA PROTECTION

- 7.1. The controller of personal data of the Users provided voluntarily at the registration on the Platform is Medicover Sport Sp. z o.o. (formerly OK System Polska S.A.) with its registered office in Warsaw (00-807), at al. Jerozolimskie 96, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the number 0000909046, Tax Identification Number [NIP]:525-23-54-272. The data controller may be contacted in the following ways:
  - a. by letter sent to the address given above;
  - b. electronically, using the following e-mail address: [bok@medicoversport.pl](mailto:bok@medicoversport.pl);
  - c. by phone, using the following phone number: 22 290 80 70;
- 7.2. The personal data of the Platform User are processed for the following purposes:
  - a. to obtain access to the Platform, use the Platform and the services selected by the User based on the agreement for the provision of services using electronic means (art. 6(1)(b) of the GDPR);
  - b. the performance of legal obligations imposed on Medicover Sport, with regards to keeping of accounts and accounting documentation, as well as exercising the rights of data subjects.(art. 6(1)(c) of the GDPR);
  - c. to pursue any possible claims or defend against them based on the legitimate interest of Medicover Sport (art. 6(1)(f) of the GDPR);
  - d. to conduct marketing activities which consist of offering new products or services based on the legitimate interest of Medicover Sport (art. 6(1)(f) of the GDPR);
  - e. to conduct activities which consist of performing analysis and statistics and performing satisfaction surveys related to services, based on the legitimate interest of Medicover Sport (art. 6(1)(f) of the GDPR);
- 7.3. The data storage period is associated with the purposes and grounds for the data processing, therefore:
  - a. data processed pursuant to the agreement shall be processed for the time of performance and settlement of the agreement;
  - b. data processed pursuant to statutory requirements will be processed for the time during which the legal provisions require the data storage;
  - c. data processed on the basis of the legitimate interest of the Controller will be processed until the effective submission of an objection or cessation of such interest, e.g. data processed for the purpose of pursuance of or defence against claims will be processed for the time equal to the period of limitation of such claims.
- 7.4. The data required for the registration of an account on the Platform shall include: name and surname, phone number, e-mail address and additional data necessary for the provision of services, indicated in the agreement with the Purchaser. The User has the right not to provide the aforementioned data, however, this will result in the lack of the possibility to create an account on the Platform and the lack of a possibility to use the services offered on it.
- 7.5. The User is entitled to:
  - a. request access to his/her own personal data, to rectify them, erase them or limit their processing, and also to transfer his/her own personal data;

- b. object to the processing of his/her personal data at any time, for reasons related to his/her particular situation;
  - c. object to the processing of his/her personal data at any time for the needs of direct marketing;
  - d. withdraw his/her consent to the data processing at any time; this does not have any effect on the lawfulness of the data processing which was performed on the basis of his/her consent before its withdrawal,
  - e. lodge a complaint to the President of the Office for Personal Data Protection, at ul. Stawki 2, 00-193 Warsaw).
- 7.6. The recipients of personal data shall be the authorised employees of Medcover Sport, the entity with which the agreement for the MULTIPACKAGE is signed - the Purchaser, sport facilities, entities providing IT, telecommunications and legal services to the Controller, which must have access to the data to perform their obligations.
- 7.7. Medcover Sport uses cookies. The information collected by using cookie files allow the services and contents to be adapted to individual needs and preferences of the Platform User, and also allow general statistics regarding the use of the Platform by the User to be drawn up.
- 7.8. In the process of personal data processing, no automated decision-making, including profiling shall take place.
- 7.9. The personal data of the User will not be transferred outside the European Economic Area (EEA).

## 8. COMPLAINTS

- 8.1. The User may report comments and complaints via e-mail, by sending messages on the Platform to [bok@medicoversport.pl](mailto:bok@medicoversport.pl) or in written form, sent to the current address of the business seat of Medcover Sport.
- 8.2. In the complaint form, the User should provide: his/her name and surname, phone number, e-mail address, the reason for making a complaint, including all its circumstances and the indication of any claims pursued against Medcover Sport.
- 8.3. Medcover Sport is obliged to process the complaint within 14 days of the date of its receipt. All returns or credits shall be agreed with the Purchaser.
- 8.4. Complaints concerning interferences in the functioning of the Platform may refer to:
- a. the lack of a possibility to use the Platform through the fault of Medcover Sport;
  - b. the lack of a possibility to use Multipackages through the exclusive fault of Medcover Sport;
  - c. failure of Medcover Sport to perform other obligations arising from these Regulations.
- 8.5. In the case referred to in section 8.4 above, Medcover Sport shall reserve the right to adjust the technical structure of the User account in order to diagnose any irregularities in the functioning of the Platform, and may also introduce changes and affect the technical side of the User account for the purpose of its modification or restoration of the correct functioning of the account itself or the Platform.
- 8.6. In the cases described in section 8.4 above, the Platform User is obliged to report this fact immediately to the Medcover Sport's Customer Service Bureau (using the phone number - 22 290 80 70 or the e-mail address: [bok@medicoversport.pl](mailto:bok@medicoversport.pl)).
- 8.7. Complaints regarding the services selected by the User shall be considered based on the terms specified in the regulations for the use of a given service.

## 9. LIABILITY

- 9.1. To the extent permissible by the law, Medcover Sport shall not be liable for:

- a. any damage caused by an act or omission of the User, in particular, for the use of the Platform in a manner which is not compliant with the applicable provisions of law or the Regulations;
  - b. the impossibility of or difficulties in using the Platform, resulting from reasons attributable to the User;
  - c. the loss of the password to the Platform by the User or possession of the User's password to the Platform taken by any third parties (irrespective of how this happened). However, Medcover Sport shall be held liable, if the User's password to the Platform is lost or taken possession of by the third parties for reasons attributable to OK System or reasons for which Medcover Sport is responsible;
  - d. making the password and data available to unauthorised persons pursuant to relevant provisions of law;
  - e. damage caused as a result of force majeure;
  - f. the lack of possibility to use the Platform for technical reasons, changes in the operational system on the User's device, incompatibility of operation of the Platform with the devices used to take advantage of the Platform by the User;
  - g. the lack of access to the Platform due to the lack of availability of an Internet connection or failure of the entity hosting the Platform.
- 9.2. Medcover Sport is entitled to pauses in the operation of the Platform, if the reason is a failure, as well as the modification, upgrading, expansion or maintenance of the ICT system or software (after prior notification of the Users by publishing a message on the Platform), as well as force majeure or acts or omissions of third parties.

## 10. FINAL PROVISIONS

- 10.1. Medcover Sport shall reserve the right to change these Regulations for important reasons such as the improvement of existing functions or features, addition of new functions or features to the Platform, implementation of new scientific and technological solutions or justified technical adaptation of the Platform, ensuring functionality or security of the Platform, and also for legal or regulatory reasons.
- 10.2. The Users shall be notified of any changes in the content of the Regulations by means of a message displayed on the Platform, whereby the message will be visible on the User account for at least 14 calendar days.
- 10.3. If the User who has a User account does not accept the new content of the Regulations, he/she is obliged to notify Medcover Sport of this fact within 14 days of the date of receipt of the information about changes in the Regulations. Failure to accept the changes in the Regulations shall result in deactivation of the User account on the Platform.
- 10.4. The Parties may resolve any disputes arising from these Regulations both before common courts, and also using methods of alternative dispute resolution, e.g. after ending the complaint processing procedure through mediation, with Medcover Sport's consent (details available on the following website: [https://uokik.gov.pl/spory\\_konsumenckie.php](https://uokik.gov.pl/spory_konsumenckie.php)).
- 10.5. In matters which are not covered by these Regulations, the provisions of Polish law shall apply.
- 10.6. Any disputes arising in connection with the use of the Platform by the User shall be settled by the court of competent subject-matter jurisdiction, based on the provisions of Polish law
- 10.7. These Regulations shall come into force on 01 July 2020.

**Appendix 1 to the Regulations for the online platform of Medicovert Sport sp. z o.o.(formerly OK System Polska S.A.)**

**Model form for withdrawal from the agreement**

In order to submit a statement of withdrawal from the agreement with Medicovert Sport sp. z o.o. (formerly OK System Polska S.A.) concerning the maintenance of the User account on the online platform of Medicovert Sport sp. z o.o. (formerly OK System Polska S.A.), it is possible use the following model statement:

Medicovert Sport sp. z o.o., (formerly OK System Polska S.A.)  
al. Jerozolimskie 96  
00-807 Warszawa

I hereby inform you of my withdrawal from the agreement on the maintenance of the User account on the online platform of Medicovert Sport sp. z o.o. (formerly OK System Polska S.A.)

Name and surname of the User .....

e-mail address (login) .....

Phone number (assigned to the account) .....

Signature:

.....