

Appendix 2

REGULATIONS FOR THE USERS OF MULTIPACKAGES

1. Multipackage shall entitle each participant of the Medicover Sport Programme (hereinafter referred to as the "User") to personally use the Facilities providing services to Medicover Sport (hereinafter referred to as the "Partners") indicated for a given type of Multipackage on the website at: www.medicoversport.pl or on any other dedicated website. The Medicover Sport Programme shall be understood as a package of services enabling the use of the Partners' offer as part of the Multipackage.
2. Multipackage shall have a personal nature, shall be assigned to a single phone number and may not be made available to third parties. In particular the User shall not be entitled to lend or transfer the Multipackage for use or resale to third parties. It shall be forbidden for the Users to use the Multipackage for any profit-making or commercial purposes.
3. The User who is not an adult shall be free to use the Multipackage only with the consent of his/her legal guardian. The User shall be authorised to use the Multipackage assigned to Children until they attain 15 years of age. The age of the Child shall be determined by his or her exact date of birth, taking into account the year, month and day. The User whose child uses the Multipackage shall report him/her as the Accompanying Person immediately after the child attains 15 years of age.
4. The User who has purchased the Multipackage and at the same time (i) is employed by the Partner on any legal basis whatsoever or (ii) provides services to the Partner, in particular as a trainer, instructor, staff or (iii) is a person cooperating with the Partner on any legal basis whatsoever or as part of mutual promotion or (iv) is related to the Partner, in particular is a person professionally related to the Partner or a person close to the Partner or a person cooperating with the Partner or related to the Partner in an informal manner, shall not use the services of this Partner in all the Facilities of such Partner.
5. It shall be forbidden for the User to have two or more Multipackages originating from one and the same Buyer who, under the agreement signed with Medicover Sport, has enabled the Users to use the Medicover Sport Programme (hereinafter referred to as the "Buyer") or different Buyers, regardless of whether the User uses the Multipackage as the Employee, Accompanying Person or Child. The User shall have the right to purchase the Multipackage from one Buyer only.
6. Personal data of the Users shall be processed in accordance with the law to the extent necessary to provide services under the Medicover Sport Programme. Detailed information on the processing of personal data can be found in the Information Clause at: https://medicoversport.pl/klauzula_informacyjna_dla_uzytkownikow_multipakiet
7. Ordering the Multipackage and participation in the Medicover Sport Programme shall be entirely voluntary which means that the User shall make his/her own decision when applying for the Medicover Sport Programme for himself/herself as well as for the Accompanying Persons and Children. The User shall be entitled to withdraw consent to the processing of Personal Data at any time, however, the withdrawal of consent shall not affect the lawfulness of processing that has been carried out on the basis of consent before such withdrawal. In such a situation, the Medicover Sport Package of this User and the Package of the Accompanying Person and/or Children declared by the User for participation in the Medicover Sport Programme shall be deactivated at the end of the then-current settlement period indicated in the Agreement concluded with the Buyer, and Personal Data shall be further processed only until the expiry of the periods resulting from the relevant provisions of law, i.e. until the expiry of the limitation period for tax liabilities related to the Agreement which may be extended, if applicable, by the period of limitation of civil law claims.
8. Withdrawal from the Medicover Sport Programme shall mean deactivation of the package of this User and packages of the Accompanying Persons and/or Children declared by the User for participation in the Medicover Sport Programme as of the end of the then-current settlement period specified in the Agreement with the Buyer.
9. In order to use the services available at the Partner's Facilities, the User shall register his/her entry each time via SMS or mobile system (from the phone number previously reported to Medicover Sport) or using any other method available at the Partner's Facility in accordance with the Internal Regulations of the Partner or of the said Facility. In some Facilities, the User shall be additionally obliged to present an identity document, submit his/her signature or perform any other activities in order to confirm his/her visit at the Partner's.
10. The User shall have the right to personally use only the number of services resulting from his/her Multipackage, however no more than: (i) 30 services per month, (ii) not more frequently than once a day at a specific Facility, (iii) additionally, the services of other Facilities with a time interval between services of 10 hours unless the Agreement with the Buyer provides for different conditions for the use of packages.
11. The User shall have the right to register an entry for a given service not earlier than 15 minutes before and not later than at the time of commencement of using the service – while being at the Facility. The User shall record his/her entry by sending an SMS containing the service number available at the reception desk of the Facility, to a dedicated telephone number indicated to the User by Medicover Sport (also available at the reception desk of the Facility). Medicover Sport shall confirm with an SMS sent back to the User's mobile phone and to the mobile phone indicated by the Partner the authorisation code (along with information about the amount of the surcharge if it is required) – which shall constitute the basis for the use of the service by the authorised User. The person authorised by the Partner shall have the right to compare the codes sent by Medicover Sport to both of the above-mentioned phones as well as the right to ask the User for his/her identity card in order to confirm the rights to use the Multipackage. In the event of a code or name mismatch between the SMS message sent by Medicover Sport and the identity card, the receptionist shall have the right to refuse to provide the service and report it to Medicover Sport for clarification.

12. If the User registers the use of the service and does not stay at the Facility or resigns from the use of the service, or uses a service other than the one selected when registering the entry, he/she shall cancel the registered entry within 10 minutes of its registration. Cancellation shall be made by sending an SMS message with the word "cancels" to the current Medicover Sport number used for registering entries or by any other means available at the Partner's Facility. In the event that Medicover Sport suffers a damage caused by the User (e.g. if Medicover Sport incurs a cost to the Partner) in connection with the failure to cancel the registered entry in accordance with the above rules, the User shall be liable for such damage on the general terms provided for in generally applicable laws.
13. The User shall comply with the operating rules applicable at the Partner's facility, including in particular, shall use the Facility during the hours indicated on the website at www.medicoversport.pl (if there are no additional restrictions). The Partner shall be entitled to collect a refundable deposit from the User who makes reservations for group classes in a given month. The deposit shall not be reimbursed if the User does not show up for the booked classes and does not cancel the reservation.
14. Before visiting a given Partner, please read the information about visits to the Partners available at www.medicoversport.pl and on the Partner's website. For the sake of customer satisfaction, Medicover Sport suggests a prior contact with the Partner in order to determine if there are any available spots (e.g. group classes).
15. The User shall: (i) not share his/her mobile phone with any third parties along with the authorisation code in order to use the services and the Facility; (ii) in the case of a service subject to a surcharge or discount fee - the User shall make a specific surcharge/payment directly at the Facility, before using the service or place; (iii) in the case of using the service that requires prior reservation - the User shall book the service in the manner indicated by the Partner in question. If it is not possible to use the reserved place or service, the User shall cancel the reservation (in the manner indicated by the said Partner). Possible consequences of non-use and cancellation of a reservation shall be governed by the Internal Regulations of the Partner in question; (iv) terminate the use of the service for which entry has been registered before the start of the next one; (v) read and comply with the Medicover Sport Regulations and the Internal Regulations of the Partner; (vi) use the services and the Facilities appropriate to his/her state of health and physical condition. In case of doubt, the User shall consult a medical doctor about the use of a given service.
16. In the event of a breach by the User of any of the above obligations, the Partner shall be authorised to refuse to provide the service to such User and to apply any possible consequences provided for in the Internal Regulations of the Partner.
17. The User acknowledges that: (i) failure to comply with individual terms and conditions laid down in the Medicover Sport Regulations (and in particular, providing incorrect phone numbers and e-mail addresses) may result in the inability to use the Multipackage during the full period for which the Multipackage has been ordered; (ii) there may be temporary inaccessibility of a given service with a specific Partner independent of Medicover Sport, resulting in the inability to use the service selected by the User with a specific Partner; (iii) de-registration of the User by the Buyer shall result in the inability to use the Multipackage by such User; (iv) Medicover Sport shall not provide sports, recreational services, as well as services related to beauty and health – these are services provided by the Partners (Partners are separate entities not organisationally related to MEDICOVER SPORT); (v) unused entries shall not be transferred to subsequent settlement periods; (vi) termination on any basis whatsoever of the Agreement covering the Multipackage of the User shall result in the inability to use such Multipackage.
18. Any and all complaints shall be submitted by the User independently to Medicover Sport. It may be submitted via e-mail sent to the following e-mail address: bok@medicoversport.pl or in writing, sent to the address of the then-current registered address of Medicover Sport. In the complaint, the User shall give: his/her name and surname, the subject of the complaint, the period to which the complaint relates, justification of the complaint, including all circumstances, indication of claims against Medicover Sport. Medicover Sport shall examine the complaint within 14 days of its receipt. All reimbursements and credits shall be made in consultation with the Buyer.
19. Any and all information related to access to the services can be obtained by contacting the Customer Service Office at the following telephone number: (22) 290 80 70 or by e-mail: bok@medicoversport.pl.
20. Medicover Sport shall have the right to immediately block the possibility of further use of the Multipackage by a given User who has violated the Medicover Sport Regulations or the Internal Regulations of the Partner or has violated the laws applicable to the use of the Multipackage or in the event of failure to receive fees for access to the Programme for such User, in accordance with the provisions of the Agreement with the Buyer. In the event of a reasonable suspicion of a breach by the User of the Regulations or the Internal Regulations of the Partner or a violation of the law, Medicover Sport shall have the right to temporarily suspend the User's right to use the Multipackage until the matter is duly clarified.
21. Medicover Sport shall have the right to refuse further sale or refuse to make Multipackages available to the User as a result of a breach of the rules indicated in paragraph 20 (above).
22. Medicover Sport shall immediately inform the Buyer about any irregularities in the implementation of the Agreement, including the User's conduct inconsistent with the Regulations. The Regulations are available at www.medicoversport.pl/regulamin.
23. Medicover Sport reserves the right to make amendments to these Regulations. Users shall be informed about the content of the amendments to the Regulations through the website at www.medicoversport.pl, containing a summary of the amendments to the Regulations and through keeping this information on the website for at least 30 consecutive calendar days. Amendments to the Regulations shall enter into force 30 calendar days from the date of their publication.