

REGULATIONS FOR USERS OF MULTI-PACKAGES

The terms used in the Agreement and in these Regulations shall have the following meaning:

- **OK SYSTEM** – THE COMPANY **OK SYSTEM POLSKA S.A.** with its seat in Warsaw (02-676) at Postępu Street no. 14, entered into the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw, 12th Commercial Division, Under the number KRS 0000402558, NIP [tax identification no.]: 525-23-54-272, share capital: PLN 6 068 072.00 PLN (paid in full); OK SYSTEM contact details have been included in the definition of the Customer Service Centre (BOK) below.
- **User (MULTI-PACKAGE User)** – a person holding and using the MULTI-PACKAGE, including the Purchaser who purchased the MULTI-PACKAGE for himself/herself. The User purchasing the MULTI-PACKAGE for his or her own personal use is authorised to personally use the MULTI-PACKAGE upon prior registration in the computer system, accepting the Regulations, granting his or her consent for personal data processing and paying the price for a given MULTI-PACKAGE. The User who receives the MULTI-PACKAGE from a third party, in particular from the employer or the Purchaser, is authorised to personally use the MULTI-PACKAGE upon accepting the Regulations, granting his or her consent for personal data processing and receiving by OK System the payment for a given MULTI-PACKAGE.
- **Purchaser** – an entity purchasing the access to the services included in the MULTI-PACKAGE for you and other people; it pays the entire amount of the order for MULTI-PACKAGE(S).
- **Partner** – an entity separate from OK SYSTEM, providing services included in the MULTI-PACKAGE for the benefit of Users (under an agreement with OK SYSTEM).
- **Customer Service Centre (BOK)** – OK SYSTEM Customer Service Centre, e-mail address: bok@oksystem.pl, telephone no.: (22) 290 80 70.
- **Facility** – a place where services to Users are rendered, located at one address and ascribed to one Partner.
- **Location or service number** – a special, unique number assigned by OK SYSTEM to each location and service, available to Users at the reception desk of a Facility (on terminals and in printed information), used for proper registration of Users' attendance.
- **Service/services** – services or products offered by a Partner for the benefit of Users, included in a given MULTI-PACKAGE.
- **Agreement** – an agreement for the purchase of MULTI-PACKAGES concluded between a given Purchaser and OK SYSTEM in accordance with the Regulations.
- **Regulations or Regulations for Users of MULTI-PACKAGES** – these regulations. A User may use the MULTI-PACKAGE only after having accepted the Regulations.
- **Partner's Regulations** – internal regulations of a given Partner which apply to the Partner's customers, including Users.

1. MULTI-PACKAGES:

- 1) MULTI-PACKAGES authorise Users to personally use the services assigned to a certain type of MULTI-PACKAGE purchased.
- 2) A MULTI-PACKAGE cannot be used by a person other than the User to whom a given MULTI-PACKAGE was assigned. In particular:
 - a) The User has no right to lend, provide for use or sell the MULTI-PACKAGE, subject to the provisions of letter b) below.
 - b) Without a prior written consent of OK SYSTEM, the Purchaser has no right to sell/dispose the purchased MULTI-PACKAGES to any persons other than the ones to whom the MULTI-PACKAGES have been assigned.
- 3) Services offered by Partners at a given time and within a given scope (depending on the type of MULTI-PACKAGE purchased). An up-to-date list of Partners and services available within a given MULTI-PACKAGE can be found at www.oksystem.pl or another dedicated website (upon selecting the data for a given type of MULTI-PACKAGE).

2. MULTI-PACKAGE User:

- 1) A User who is under age may use the MULTI-PACKAGE upon the consent of his or her parent/legal guardian. A User can use a MULTI-PACKAGE for children up to the age of 15. The Purchaser of the MULTI-PACKAGE for a child or the User himself/herself shall immediately inform OK System of the fact that a given child has turned 15.

- 2) A User can use the services correspondingly to his or her health (if in doubt, upon a consultation with a doctor), fitness and age.

3. Order for MULTI-PACKAGE:

Upon selecting the MULTI-PACKAGE(S): type, number, expiry date and manner of payment, the Purchaser may order the MULTI-PACKAGE(S) at the website www.oksystem.pl or at an authorised agent's. Extending the validity of the MULTI-PACKAGE upon termination of the Agreement takes place in the same manner, under the same conditions (defined in the Agreement and the Regulations for Users of MULTI-PACKAGES) and according to the price list applicable at the date of concluding another Agreement.

4. Price of MULTI-PACKAGE:

- 1) The price of a given MULTI-PACKAGE ordered is determined on the basis of a price list or promotional offer applicable at the moment of concluding a given Agreement, available at www.oksystem.pl or other dedicated website.
- 2) The price may depend, in particular, on the type of the MULTI-PACKAGE(S) and the period of time for which they are to be activated.

5. Date and manner of payment:

- 1) The Purchaser is under an obligation to pay for the MULTI-PACKAGE(S) ordered within 7 days of placing an order for the MULTI-PACKAGE at the website, however no later than 7 days before the day on which he or she wants to use them.
- 2) The payment for MULTI-PACKAGES can be made via:
 - a) bank transfer to the bank account provided to the Purchaser by OK SYSTEM, which is a bank account maintained for OK System;
 - b) on-line payment system available at OK SYSTEM website;
 - c) debit card;
 - d) PayU on-line transfer.
- 3) Some payments can be made to the bank account of an entity providing OK System with financial intermediary services; in such cases the entity is authorised to collect the payment for the MULTI-PACKAGE.
- 4) The Purchaser shall select the manner of payment at registration and/or placing and order for MULTI-PACKAGES by following the instructions displayed at the OK System website or other dedicated website.
- 5) Some manners of payment may entail making a payment via third parties. In such case, making a payment may require from the Purchaser to conclude a separate agreement with the provider of the payment service.
- 6) If using the manner of payment selected by the Purchaser requires accepting separate regulations, the Purchaser shall be obliged to read and accept such regulations or, in case of not accepting the regulations, select a different manner of payment.
- 7) If the Purchaser selects a debit card payment, he or she acknowledges that such payments may be subject to additional terms and conditions, including additional fees, determined by the debit card service provider, including in particular the card issuers, whereas such terms and conditions and fees are not known or dependant on OK System.
- 8) If the Purchaser making the payment for MULTI-PACKAGES with a card uses the chargeback or similar service, as a result of which the settlement agent servicing the card payment is obliged to return the Purchaser the amount paid by the Purchaser and, pursuant to an agreement between OK System and the settlement Agent, OK System is obliged to return this amount to the settlement agent, it is deemed that the payment for the MULTI-PACKAGE has not been made.
- 9) If the payment for the MULTI-PACKAGE needs to be returned, in particular as a result of the Purchaser's withdrawal from the agreement, the payment shall be returned with the use of the same means of payment as the one used by the Purchaser when making the payment.

- 10) At the moment of payment, an agreement is concluded between OK System and the Purchaser for providing services stipulated in the Regulations under the terms herein.

6. User registration:

- 1) It is possible to use a purchased and paid-up MULTI-PACKAGE after a given User is registered and he or she receives the OK-PIN from OK System. In order to register a User, either the Purchaser or the User may:
 - a. effect the registration at www.oksystem.pl by providing at least: name and surname, home address, correct (without any mistakes) mobile phone number and correct (without any mistakes) e-mail address of the person (persons) who will be using a MULTI-PACKAGE;
 - b. use the helpline.
- 2) The User registered by his or her employer may start to use the MULTI-PACKAGE after receiving the OK-PIN from OK System.
- 3) The Purchaser has no right to change the User of a given MULTI-PACKAGE during the term of the Agreement.
- 4) The User's data (e.g. mobile phone number) may be changed only via the customer service office, at a justified request of the Purchaser (losing the mobile phone, changing the number) sent via e-mail to the address bok@oksystem.pl.

7. Providing the MULTI-PACKAGES ordered. User data registration and verification at OK SYSTEM website:

OK SYSTEM undertakes to make the MULTI-PACKAGE(S) available for use in accordance with point 6 hereinabove from the first day of the period for which the MULTI-PACKAGES have been ordered, provided that the Purchaser has made timely payment (in accordance with point 5 hereinabove) and individual Users have accepted the Regulations. In order to start the use of the MULTI-PACKAGES, before the first business day of the period for which the MULTI-PACKAGES have been paid for, OK SYSTEM shall send each new User who did not have any account in the system before an OK-PIN to the mobile phone number provided.

8. Rights and obligations of the MULTI-PACKAGE Users:

The User voluntarily decides to use the MULTI-PACKAGE(S). The MULTI-PACKAGE may be used only in accordance with the rules provided for in the Regulations. For the proper use of the MULTI-PACKAGE, each User hereby voluntarily undertakes to:

- a. register the data (including biometric data – by pressing the index finger of the right or left palm on one of the Terminals available at Facilities) after having selected the type of MULTI-PACKAGE the User possesses. The Registration of such data takes place on one-off basis when the User wants to use the service in one of the Facilities equipped with Terminals for the first time;
 - b. the registered data will be stored in the OK System computer system and during further visits in the above-mentioned Facility the User will only need to select a particular service and confirm his or her right to use such a service as part of the MULTI-PACKAGE at the Terminal (by pressing the biometric reader with the same finger as the one used during data registration (in accordance with teller a hereinabove). In order to ensure a proper reading of the biometric reader, the User should make sure that his or her hands are clean during the process of logging-in at the Terminal;
 - c. always carry his or her mobile phone (the one with the telephone number previously registered at OK SYSTEM in accordance with the Regulations) and an ID card with photograph during each and every visit at a Facility.
- 2) The User who wants to use a service or a location which is available within the MULTI-PACKAGE paid for:
- a. and to which an additional payment or a discounted charge applies - hereby undertakes to make such an additional payment/charge directly at a Facility before using the service or location;
 - b. and which requires booking in advance – hereby undertakes to book a service or location in a manner specified by a given Partner. If the User is not able to use such a booked service or location, he or she is required to cancel it (in a manner specified by a given Partner at www.oksystem.pl). Any possible consequences for failure to use and cancel a booking are specified in the internal Regulations of a given Partner.

3) The User undertakes to:

- a. read and comply with the Regulations and the internal Regulation of a Partner whose services or Facility he or she is going to use;
- b. follow the recommendations, instructions and Regulations of Partners whilst using their services and Facilities;
- c. behave at Facilities in a manner which does not hinder or prevent other customers and third parties from using the services;
- d. use the services and Facilities which are suitable to his/her health and fitness. If in doubt, the User should consult a doctor about using a given service;
- e. not to provide to any third parties his or her OK-PIN, mobile phone and authorisation code with the aim to use the services and Facilities by such a person.

If the User violates any of the provision stipulated above, OK SYSTEM shall have the right to immediately block the possibility to use the MULTI-PACKAGE and terminate the Agreement.

4) The User:

- a. has the right to personally use the services and Facilities within the time limit and number in accordance with the MULTI-PACKAGE possessed (during the term of the Agreement), under the terms and conditions specified in the Regulations, upon verification of the right. The User will always verify his or her right during each visit in a Facility, no earlier than 15 minutes before and no later than at the moment of starting to use a service, in the following manner:
 - (i) at a Terminal – in all Facilities which possess a properly functioning Terminal – the User, each time before using a given service, will confirm his or her right at the Terminal. If there is no possibility to use the Terminal, the User should contact the customer service centre (BOK);
 - (ii) through authorisation of the mobile phone previously registered with OK SYSTEM (only if there are no Terminals in the Facility or if the Terminals are out of order). In order to so, the User needs to send a text message (SMS) saying “service number” to the OK SYSTEM’s special number previously provided to the User (also available at the reception of a Facility). OK SYSTEM will send back to the mobile phone of the User and to the mobile phone provided by the Partner a confirmation with the authorisation code (together with information on the amount of additional payment if such is required) which constitutes the basis on which the authorised User is able to use the service. A person authorised by the Partner (e.g. a receptionist) has the right to compare the codes sent by OK SYSTEM to both mobile phones mentioned above, and also if the text message sent by OK SYSTEM includes the name of the User – the receptionist also has the right to ask the User to present his or her identification document in order to confirm his or her right to use the MULTI-PACKAGE. In case of inconsistency in the codes or name between the text message sent by OK SYSTEM and the identification document, the receptionist shall have the right to refuse a given service and report this fact to OK SYSTEM in order to resolve the matter;
- b. has the right to personally use only a given number of services which are covered by his or her MULTI-PACKAGE, however no more than: (i) 30 Services per month, (ii) once per day the services of a given Facility and, (iii) additionally, other Facilities upon observing the minimum time interval of 10 hours. If a given User exceeds the above-mentioned maximum number of services (visits), OK SYSTEM shall have the right to proportionally (to such additional services) increase the price of the MULTI-PACKAGE. If the User has registered the use of a service (at the Terminal or through mobile phone authorisation) and is not present in the Facility or resigns from using such Service, or he or she uses a different Services than the one registered on entry, he or she shall be required to cancel the registered entry within 10 minutes following its registration. The cancellation takes place at the Terminal or by sending a text message saying “I cancel” to the OK SYSTEM number (the same as in case of registration of entry). If OK SYSTEM suffers a loss (e.g. OK SYSTEM needs to pay the OK SYSTEM Partner) due to the fact that the User has failed to cancel the registered entry in accordance with the above-mentioned rules, the User shall be liable for such a loss according to the general rules of applicable law.

OK SYSTEM also has the right to immediately block the possibility to use the MULTI-PACKAGE for a given User owing to the violation of the Regulations by such a User, upon ineffective request to make clarifications within 2 business days from the request.

5) If the User fails to follow the rules described above, the Partner has the right to refuse a service to such User and take measures provided for in the Partner's Regulations.

6) Users of MULTI-PACKAGES cannot use the services of the Partners with whom they used to be employed, for whom they provide services, or with whom they are affiliated in a way which enables them to use the services under conditions which are different from those for other customers of the Partner. In case of violation of this provision, OK SYSTEM reserves the right to block the possibility to use the MULTI-PACKAGE and terminate the Agreement.

9. Consent to process User's personal data:

In order to render the services described in the Agreement and the Regulations to Users of the MULTI-PACKAGE in a proper manner it is necessary for Users to provide personal and biometric data. The User grants a consent for his/her personal data to be provided to OK System, including biometric data, as well as for processing by OK System of his or her personal data for the purposes of proper performance of the agreement and providing services to the User, in accordance with the act of 29 August 1997 on personal data protection. The above-mentioned consent also includes the User's consent for his or her biometric data to be registered at the Terminals, processed and managed by OK SYSTEM. OK System shall process the User's personal data such as name, surname, e-mail address, home address, telephone number, personal identification number – PESEL, and tax identification number – NIP if provided in the registration form. If no biometric data were provided, the User may only use the Facilities which are not equipped with Terminals;

2) The User grants a consent for his/her personal data to be entrusted by OK SYSTEM to Partners whose services he or she has the right to use, as well as other persons and entities cooperating with OK SYSTEM in order to ensure proper use of the services, in accordance with the act of 29 August 1997 on personal data protection;

3) The Purchaser who personally registers Users together with their personal data shall confirm that he or she was granted a consent from such persons to provide their personal data to OK SYSTEM and to entrust such data by OK SYSTEM to entities cooperating with OK SYSTEM in order to provide proper use of the service, in accordance with point 1) and 2) hereinabove. Pursuant to article 25 of the act on personal data protection, OK SYSTEM as the administrator of the said personal data shall inform the Users indicated by the Purchaser of: (1) its official seat and full name, (2) the purpose and scope to which such data is collected and, in particular, of recipients and categories of recipients of such data, (3) source of the data, (4) the right to access and correct one's personal data, (5) the right to file a written justified request to cease the processing of one's data due to an exceptional situation; (6) the right to object to processing one's data for marketing purposes or providing such personal data to another data administrator.

10. Rights, obligations and responsibilities of OK SYSTEM:

1) As far as personal data protection is concerned, OK SYSTEM undertakes to:

- a. process such data in accordance with the Regulations and the Act on personal data protection;
- b. protect such data in accordance with applicable law;

2) OK SYSTEM undertakes to:

- a. make the purchased MULTI-PACKAGES available in accordance with the Regulations, during the term of the Agreement including the given MULTI-PACKAGES;
- b. update the information at www.oksystem.pl or other dedicated website regarding the MULTI-PACKAGES and the terms and conditions of using the services, in particular the list of services and locations available within the MULTI-PACKAGES;
- c. assist Users in solving problems reported by them which hinder their use of the MULTI-PACKAGES.

3) OK SYSTEM has the right to:

- a. terminate the possibility to use the MULTI-PACKAGE by a particular User who has violated the Regulations, the Partner's Regulations or the law affecting the use of the MULTI-PACKAGE, upon having requested such a User to provide proper explanation. In such a situation, a User has the right to make a complaint in accordance with point 11 below. If there are reasonable grounds to suspect that the User violates the above-mentioned regulations, OK System has the right to temporarily suspend, for the maximum period of 7 days, the User's right to use the MULTI-PACKAGE in order to clarify the matter. If the suspicions turn out to be false, the User shall have the right to a refund of part of the price of the MULTI-PACKAGE proportionally to the suspension period;
 - b. refuse further sales and providing the MULTI-PACKAGE to a User with whom an Agreement has been previously terminated (or the possibility to use the MULTI-PACKAGE has been suspended) by OK SYSTEM owing to repeated instances of violation of the Regulations;
 - c. inspect the rights of Users using the services in Facilities within the MULTI-PACKAGE by means of confirming the User's identity on the basis of his or her identification document and the data stored in the OK SYSTEM computer system, which the User agrees to;
 - d. draw up and verify reports regarding the use of the MULTI-PACKAGES by Users, which the User agrees to.
- 4) OK SYSTEM shall be liable towards the Purchaser and Users for proper performance of its obligations. The User is aware that:
- a. a failure to comply with any terms and conditions of the Regulations (in particular, providing an incorrect telephone number or e-mail address) may result in the lack of possibility to use the MULTI-PACKAGE throughout the entire period of time for which the MULTI-PACKAGE was ordered;
 - b. a given service may be temporarily unavailable at a certain Partner without the fault of OK SYSTEM, which may lead to a situation in which a User will not be able to use the service he or she has selected at this certain Partner;
 - c. after de-registration of a given User by the Purchaser, such a User is no longer able to use the MULTI-PACKAGE;
 - d. if a User behaves in a manner which is against the Regulations for MULTI-PACKAGE Users or the Regulations in force at a given Partner's, it may lead to a situation in which the User is refused a service by such a Partner and, in consequence, she or he is not able to use the MULTI-PACKAGE in its full scope;
 - e. OK SYSTEM does not provide any sports, leisure, recreational, beauty, wellness or health services; such services are provided by Partners (from organizational and management point of view, Partners are entities separate from OK SYSTEM);
 - f. termination, for any reason, of the Agreement including the User's MULTI-PACKAGE results in the lack of possibility to use the said MULTI-PACKAGE

In cases described in points a-e, the charge for the MULTI-PACKAGE will not be changed.

11. Complaint procedures:

- 1) Complaints shall be made by the Purchaser on behalf of Users or by Users themselves.
- 2) A complaint may pertain to any irregularities regarding a given service, found by the Purchaser or the User, including in particular:
 - a. lack of possibility to use the services assigned to the MULTI-PACKAGE purchased;
 - b. incorrectness in calculating the amount due for the services related to the sale of the MULTI-PACKAGES;
 - c. failure to perform or improper performance by OK SYSTEM of the obligation resulting from the Regulations;
 - d. lack of possibility to use the services assigned to the MULTI-PACKAGE purchased due to the fault of the Partner;
 - e. if the User had the right to use a service as part of the MULTI-PACKAGE, did not use it and, according to the regulations, cancelled the registration but was unduly charged with the costs of such a service, the complaint made to OK SYSTEM needs to be supplemented with the confirmation of incurring such costs;
- 3) Complaints can be made in writing or by means of distance communication (e.g. a letter sent via post to the address: 02-676 Warsaw, Postępu 14, via the fax sent to: +48 22 290 80 91 or via e-mail to the address: bok@oksystem.pl), as well as via the computer system available at www.oksystem.pl.

- 4) When making a complaint, one should provide:
- a. name and surname of the User;
 - b. object of complaint;
 - c. period of time to which the complaint applies;
 - d. justification for the claim, including the relevant circumstances;
 - e. stating the claim towards OK SYSTEM.
- 5) Making a complaint does not release the Parties from the obligation to perform the duties provided for in the Regulations. OK SYSTEM is under an obligation to examine the complaint within 14 days of receiving it. OK SYSTEM shall provide a response to a complaint in the same form as the complaint has been made.

12. Termination of the Agreement

The Agreement shall remain in effect for the period of validity of the MULTI-PACKAGE. Failure to purchase the MULTI-PACKAGE is tantamount to the User's resignation of OK System services and termination of the Agreement. The minimum term of MULTI-PACKAGE is on calendar month, save for the provisions of the following sentence. If the MULTI-PACKAGE is purchased for the period including the following calendar month and the remaining days of the current calendar month, the Agreement shall remain in effect from the day appointed by the User/Purchaser as the commencement day of using the services until the end of the following calendar month.

13. Dispute resolution

- 1) Any disputes arising between the parties shall be resolved by court of competent jurisdiction in accordance with the laws of Poland.
- 2) The User as a consumer has the right to use an out-of-court procedure of handling complaints and making claims before the Permanent Consumer Arbitration Court at the Provincial Inspectorate of the Trade Inspection, in accordance with the information on the access to such dispute resolution procedure available at www.uokik.gov.pl. The Parties may also, at their discretion, use the internet platform for amicable dispute resolution at: <https://webgate.ec.europa.eu/odr/main/> under the terms provided by law (including the Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR)). The OK System e-mail address for the purposes of this manner of dispute resolution is provided at the OK System website.

14. Technical requirements

Using the OK System website and purchasing the MULTI-PACKAGES via the said website requires:

- (a) installing on the User's computer an internet browser Google Chrome 39 or higher, Internet Explorer 10 or higher, Firefox 33 or higher, Opera 26 or higher;
- (b) enabling JavaScript;
- (c) display resolution of at least 1366×768

If the technical requirements are not met, OK System is not able to guarantee that the website is fully operational.

The User/Purchaser hereby confirms the fact of accepting the Regulations by hand signature or by electronic means.