

## REGULATIONS OF THE APPLICATION AND WEBSITE: WORKSMILE.COM

Thank you for visiting the website of our application and the website available at the internet address <http://worksmile.com> („**Worksmile**”, “**Website**”).

Worksmile is an innovative gamification platform targeted at the following groups of recipients: business owners, associations, public entities and other organizations and their employees and associates. Worksmile is a tool for building a strong organizational culture based on health, building community; and appreciating and rewarding employees. Employee benefits platform Worksmile combines modules supporting wellbeing, tools for internal communication in the company and a cafeteria system.

The formula of these Regulations assumes the establishment of general terms and conditions of using the Application and the [www.worksmile.com](http://www.worksmile.com) website. These terms and conditions, if the Customer decides to use Worksmile, regulate in particular the rules of using the Application and the Website, including our liability.

Please read these Regulations, Worksmile Team

## REGULATIONS

### I. ABOUT US

The owner of the Website is Fitqbe spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw (address: ul. Prosta 68, 00-838 Warsaw), entered into the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of look Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the KRS number: 0000605281, share capital: PLN 16 500,00 NIP [tax identification number]: 5272761750, REGON [national business registry number]: 363874982, email address: [office@worksmile.com](mailto:office@worksmile.com)

### II. DEFINITIONS

1. The following definitions used in these Regulations shall mean:

**a) SUBSCRIPTION** – a fee for making the Application available to the Administrator and the Users indicated thereby, the amount and period of which is specified in the Worksmile Service Provision Agreement. The subscription is payable by the Administrator to the Service Provider.

**b) ADMINISTRATOR** – an entity that concluded the Worksmile Service Provision Agreement with the Service Provider, which may be:

(1) a natural person with full legal capacity; (2) legal person;

(3) an organizational unit without legal personality, which the law recognizes as having legal capacity – conducting business activity. The Administrator can only be an entity that is not a Consumer.

**c) ACTIVITIES** – User’s activities (calories burned) or participation and achievement of results in internal events or challenges, competitions organized by the Administrator (or exceptionally by the Service Provider) in the Gamification System in the Application.

d) APP, WORKSMILE APP – an electronic platform available through the Website and constituting its part, enabling, inter alia:

(1) as part of the “Health” module:

- recording Users’ activities (e.g. running, cycling),
  - creating challenges for the Users and supporting competition,
- with the possibility of tracking results and rewarding for achievements with Points, Awards or virtual trophies and badges,

(2) as part of the “Community” module – creating a virtual internal corporate (social) network of the given Administrator’s Users and internal events.

(3) as part of the “Cafeteria System” module (also known as the “Benefits System”):

- creating and managing the Budget by the Administrator (as part of the “Cafeteria System” module (also known as the “Benefits System”): including the Social Budget,
- management of Benefits and enabling Users to select and use Benefits, including by purchasing them in exchange for Points or with own funds (or using a mixed method),
- managing various personnel and organizational matters related to the operation and functioning of the Administrator’s enterprise, including the creation of application forms and enabling them to be submitted by Users to the Administrator via the Application, analysis of remuneration and its additional components received by the User as an employee/ associate of the Administrator, generating reports.

The application allows integration with Users’ accounts on other websites and applications (in particular social, sports and nutritional ones). A detailed description of the functionality, principles of operation and elements of the Application and services available as part of the Application and other websites or applications that can be integrated with the Application is indicated in the Documentation.

**e) BENEFITS** – Services made available by the Administrator in the Cafeteria System, financed (or co-financed) by the Administrator from the Social Budget, in accordance with the Act of March 4, 1994 on the company social benefits fund (including cultural, educational, sports and recreational benefits, in the scope of childcare in nurseries and kindergartens or various forms of recreation).

**f) VOUCHER**– electronic made available to the User in the Application:

(1) document (voucher) or

(2) code,

– entitling the User to purchase a specific Service at the time and to redeem the Voucher, i.e. upon presenting it to the Service provider.

**g) BUDGET** – the amount of funds set in the Application by the Administrator intended by him to be used by specific Users of the Administrator in the Application, under the terms and for the purposes set by the Administrator, including the Social Budget. As part of the purchased service of the Cafeteria System, the Administrator may create several types of generic (subject) Budgets and manage them (lack of purchased Cafeteria System service means possessing a single Budget). Points are the equivalent of funds from the Budget,

which a given User may use in the Application (i.e. funds are converted into Points).

The Budget can be:

- Covered Budget – i.e. Budget, which constitutes as a reflection of cash funds actually handed over by the Administrator previously to the Service Provider's bank account (i.e. the cash was physically handed over for use in the Application for future purchases), or
- Non-covered Budget – i.e. virtual Budget that has no cover in physical cash funds previously handed over to the Service Provider's bank account – depending on the decision of the Administrator or arrangements with the Service provider and method of Users' spending them, these funds are handed over to the Service Provider after the end of a given billing period or after the purchase of Vouchers or after the settlement of the Benefits or Awards purchased by Users, or are settled without the intermediation of the Service Provider..

**h) SOCIAL BUDGET** – Administrator's funds from the company's social benefits fund intended for their use by the Users under the Cafeteria System for the purchase of the Benefits, under the conditions specified by the Administrator.

**i) DOCUMENTATION** – description of the functionality, principles of operation and elements of the Application and services available as part of the Application and other websites or applications that can be integrated with the Application.

**j) FUNCTIONALITY** – a set of Application features made available to a given Administrator and the Users indicated thereby, to the extent specified in the Worksmile Service Provision Agreement.

**k) PASSWORD** – a string of characters enabling unequivocal authentication of the User and verification of its identity in order to guarantee authorized access to the Application

l) CIVIL CODE – the Act of April 23, 1964, the Civil Code.

m) CONSUMER – a natural person for whom the use of the Website is not directly related to its business or professional activity.

**n) ADMINISTRATOR ACCOUNT**– an electronic account on the Website enabling a specific Administrator to access and manage the Application. The electronic account is marked with an individual Login and Password and is a collection of resources and functionalities available on the Website, in which the following are collected:

- (1) data provided by the given Administrator and the Users indicated thereby, and
- (2) information about their activities in the Application.

**o) USER'S ACCOUNT** – an electronic account on the Website constituting a sub-account of the Administrator's Account created by the Administrator for a given User in the Application and enabling it to use the Application in the scope specified by the Administrator. The User Account is marked with an individual Login and Password and may have various rights set by the Administrator (regular or moderation User Account – the detailed scope of rights and functionalities of individual types of the User Accounts is indicated in the Documentation).

**p) LOGIN** – individual email address or phone number of a given User enabling it to log in to the Application.

**q) AWARDS** – goods or services specified by the Administrator or the Service Provider (most often small gadgets or vouchers), which may be used to reward Users for their

Activities in the Health module. Awards do not constitute Benefits and may not be purchased with Points held by the Users.

**r) NEWSLETTER** – electronic distribution service provided by the Service Provider via email, which allows its Users to automatically receive from the Service Provider periodic, electronic documents with an organized structure and content, the so-called newsletters, including information about new products in the Application and the Website.

**s) IMPLEMENTATION FEE** – a one-time fee payable by the Administrator to the Service Provider in connection with the start of using the Application, on the basis and in the amount specified in the Worksmile Service Provision Agreement, not being a Subscription.

**t) PARTNER** – an entity not being the Service Provider or the Administrator, authorized to offer the Benefits to the Users as part of their business activities, cooperating with the Service Provider on the basis of an agreement for offering their goods or services and accepting payments made via the Application, which may be:

- (1) a natural person with full legal capacity;
- (2) legal person;
- (3) an organizational unit without legal personality, which the law recognizes as having legal capacity.

The Partner can only be an entity that is not a Consumer.

**u) EXTERNAL SUPPLIER** – entity, which is not the Service Provider, Administrator, or Partner, that runs

a business activity in the scope of offering specific goods or services and the Benefits of which are shared by the Administrator in the Cafeteria System and which co-operates and settles issues with the Administrator without participation of the Service Provider; only an entity, which is not a Consumer, can become the External Supplier.

**v) PAYU** – secure online payment system, provided by PayU S.A.

**w) NOTIFICATIONS** – electronic distribution service provided by the Service Provider via email, which enables its Users to automatically receive cyclical content from the Service Provider, including information about news (including new functionalities, new articles, new Partners cooperating with the Service Provider) in the Application and the Website.

**x) COPYRIGHT** – Act of February 4, 1994 on copyright and related rights.

**y) POINTS** – points awarded to Users using the Application, derived from Budget funds (these funds are converted into Points in the Application), which can be awarded:

- (1) for Activities within the Health module or
- (2) in other cases, specified by the Administrator as part of budget management in the Cafeteria System, including those not related to the User's taking any actions (e.g. as part of the Social Budget).

Points are awarded to Users under the terms and conditions specified by the Administrator or by the Service Provider (in the case of Activities organized thereby).

The points collected by the User are also the basis for placing the User in the appropriate place in the ranking in the Health module.

If the Administrator has acquired such a Functionality, Points may be exchanged by Users with Benefits in the Cafeteria System.

If the Administrator decides so, Points may be visible on the accounts of its Users as a

specific currency, e.g. Polish zloty.

**z) REGULATIONS** – these terms of use of the Application and the Website.

**aa) WEBSITE, WORKSMILE WEBSITE, WORKSMILE** – the Service Provider’s website available at the Internet address <http://worksmile.com> and its subdomains, including the Application which is part of it.

**bb) BENEFITS** – goods or services available in the Cafeteria System, offered by Partners (or exceptionally by the Service Provider, the Administrator or an External Provider), including Benefits.

**cc) WORKSMILE SERVICE PROVISION AGREEMENT, CONTRACT** – an agreement concluded between the Service Provider and the Administrator, under which the Service Provider provides the Administrator and the Users indicated thereby with the Application and enables its use.

**dd) ELECTRONIC SERVICE, SERVICE** – service provided electronically by the Service Provider to the User via the Worksmile Website, in accordance with the Regulations.

**ee) SERVICE PROVIDER** – Fitqbe spółka z ograniczoną odpowiedzialnością, i.e. the entity described in part I of the Regulations.

**ff) CONSUMER RIGHTS ACT, ACT** – Act of May 30, 2014 on consumer rights.

**gg) USER** – The Administrator or its employee/associate who uses the Application with the Administrator’s consent as part of the User Account created therefor.

**hh) VERSIONS** – specific versions of the Application, differing in specific Functionalities.

**ii) ORDER** – The Worksmile Service Provision Agreement concluded as a form individually completed and signed by the Administrator, the acceptance of which by the Service Provider is confirmed by the signature of the Service Provider.

### **III. GENERAL TERMS AND CONDITIONS OF USING THE WEBSITE**

1. The User may use the following Services on the Website:

a) Application – paid access after the Administrator concludes the Worksmile Service Provision Agreement;

b) Newsletter – free access, requiring the consent of the User to receive the newsletter;

c) Notifications – free access, requiring the consent of the User to receive Notifications.

2. Technical requirements necessary to cooperate with the Website:

d) any multimedia device with Internet access that can handle HTML5, CSS3, JavaScript and SSL encrypted connections;  
access to email.

f) any web browser that can handle HTML5, CSS3, JavaScript and SSL encrypted connections;

g) recommended screen resolution: 1366x768;

h) enabling in the web browser the option of saving cookies and JavaScript.

The above requirements may be changed, of which each User will be notified in advance.

The Service Provider reserves the right to interruptions in access to the Website due to the need to introduce changes thereto or in connection with maintenance works. The Service Provider shall notify the Administrator about all planned interruptions in access longer than

30 minutes via email.

3. The User is obliged to use the Website, including the Application:

- a) in a manner consistent with their intended use, legal regulations, good practices, Regulations and the received Documentation,
- b) bearing in mind the respect for personal rights, personal data as well as copyrights and intellectual property rights of the Service Provider, other Users and third parties,
- c) in a way that does not interfere with the functioning of the Website and Application, in particular through the use of software and devices required by the Regulations,
- d) on its own behalf, taking into account the prohibition of not disclosing its User Account to third parties,
- e) not providing unlawful content, contrary to generally accepted social standards or contrary to good manners.

In the event of a breach by the User of one of the above obligations, the Service Provider shall be entitled to block the User Account, about which it shall inform the Administrator, until the breaches are ceased or the state before the breaches is restored. The User shall be obliged to immediately notify the Administrator or the Service Provider of any breach of its rights within the Application, as well as of any noticed breach of the Regulations.

4. The rules for using the Application are described in parts IV – VI of the Regulations.

5. The use of the Notifications and Newsletter is free of charge and possible after prior consent by the User by providing an email address to receive the Notifications or Newsletter (this can also be done in the Notifications and Newsletter tab visible on the Website), to which the messages from the Service Provider are to be sent.

6. The User has the option to resign, at any time and without giving any reason, from the Notifications and the Newsletter by sending an appropriate request to the Service Provider or in the “Privacy” Panel in the Application, in particular via email to the address: [office@worksmile.com](mailto:office@worksmile.com) or in writing to the following address: Fitqbe spółka z ograniczoną odpowiedzialnością, ul. Prosta 68, 00-838 Warsaw. It is also possible to unsubscribe from the Newsletter by clicking the unsubscribe link provided in each message sent as part of the Newsletter.

#### **IV. APPLICATION – GENERAL RULES**

1. The Worksmile application is an innovative gamification, cafeteria and social platform, addressed to the following groups of Administrators: entrepreneurs, associations, public entities and other organizations and their employees/associates.

2. The Application includes:

- a) Health module,
- b) Community module,
- c) System Cafeteria module (Benefits System).

The scope of using the Application, i.e. the available Functionalities and its individual modules, is determined by the Administrator and specified in the Worksmile Service Provision Agreement.

3. The Health module allows Administrators to introduce sport and a healthy lifestyle in the everyday life of its Users. Its goal is to integrate, build a community and motivate Users to

lead an active lifestyle by organizing sports events using the Application based on healthy competition or setting a common goal, all in an atmosphere of fun. The User may be rewarded for Activities with Points, Awards or virtual trophies and badges. If the Administrator has acquired such a Functionality, Points may be also exchanged by Users with Benefits in the Cafeteria System. The Awards are – as a rule – small gadgets offered by the organizer of the Activity (Administrator or Service Provider) and cannot be exchanged with Benefits. The same applies for virtual badges and trophies.

4. As part of the Cafeteria System, the Administrator can create and manage Budgets (create many different subject/object budgets, including the Social Budget), make available to the Users Benefits and manage them, enable Users to purchase Benefits (e.g. by exchanging collected Points or by paying from own resources or using a mixed method), organize and handle personnel and organizational matters related to the functioning of its enterprise (including allowing Users to submit applications to the Administrator via Application, create a system for analysing the User's remuneration components, the so-called "portfolio", etc.).

5. The Community module, which is one of the elements of the Application, serves to create and strengthen the virtual internal corporate (social) network of the Administrator's Users, constituting

a kind of social media, enabling, among other things, contact between Users, posting posts and news by them, and sharing common passions and interests.

6. The use of the Application is possible under the following conditions:

a) conclusion by the Service Provider and the Administrator of the Worksmile Service Provision Agreement,

b) payment by the Administrator of the Subscription and the Implementation Fee, if provided for in the Agreement,

c) accepting the content of these Regulations,

d) creating an Administrator Account,

e) for the User who is not the Administrator – additionally registration of the User Account.

7. The Worksmile Service Provision Agreement is concluded outside the Website and specifies, among others:

a) detailed conditions for using the Application, including the amount of the Subscription and the Implementation Fee and the method of their payment by the Administrator,

b) the number of Users at the Administrator who have access to the Application,

c) the scope of using the Application, i.e. the available Functionalities,

d) period of using the Application.

The agreement for the provision of the Worksmile service is concluded, as a rule, in the form of an individually completed and signed by the Administrator form – Order, the acceptance of which by the Service Provider is confirmed by the signature of the Service Provider. The contract may be concluded in the form of a document or via means of remote communication, including the use of an electronic signature verified with a qualified certificate. The contract is concluded for a specified period or for an indefinite period. The parties may terminate the Agreement with the notice period provided for therein. The Service Provider may also terminate the Agreement with the Administrator with immediate

effect, without notice, in the following cases:

a) The Administrator is delayed with the payment of the Service Provider's remuneration for the Subscription for a period of at least 60 days – after an unsuccessful written request for payment within 7 days;

b) The Administrator violates the terms of the Agreement or the Regulations – after an unsuccessful written request to cease or remove the violations within 7 days.

In the event of a breach by the Service Provider of the provisions of the Agreement or the Regulations, the Administrator is entitled to terminate the Agreement without notice, after prior written request to the Service Provider to cease the violations and appoint an additional 7-day period for this purpose.

8. The Administrator Account is created by the Service Provider. Its moderator is the Administrator itself.

9. The Administrator's access to the Application may be temporarily limited or suspended (blocked) in the event of breach of the provisions of the Worksmile Service Agreement or the Regulations, in particular in the event of arrears with the payment of the Subscription or the Implementation Fee.

## **V. TERMS OF ADDING AND REMOVING A USER ACCOUNT IN THE APPLICATION**

1. One of the Application's Functionalities is the possibility of registering the User Accounts assigned to

a given Administrator Account therein. The User Account is a sub-account of the Administrator's Account and is registered for a given User using the Application with the Administrator's consent.

2. During the User's registration process in the Application, the Users' personal data is collected – details in this regard are described in the Service Provider's Privacy Policy available here: <https://worksmile.com/polityka-prywatnosci/>. Regardless of the previous sentence, the Administrator may choose a double method of authentication of Users who are authenticated in the domain of the Administrator's Website before registering on the Website (in this case, the Service Provider acts as a processor – details in this regard are described in the Service Provider's Privacy Policy available here: <https://worksmile.com/polityka-prywatnosci/>).

3. The User Account enables the User to use the Application within the scope specified by the Administrator and in accordance with the Regulations and Documentation. The User Account may have various rights set by the Administrator regular or moderation User Account – the detailed scope of rights and functionalities of individual types of the User Accounts is indicated in the Documentation.

4. Registration of a User Account is possible only after meeting the conditions for using the Application described in part IV point 6 items a) – d) of the Regulations above.

5. Depending on the Administrator's decision, registration of a User Account may be made by the User itself in the following way:

a) without additional verification of the Administrator – registration of the User Account occurs using the email address in the domain assigned by the Administrator to its Administrator Account (e.g. company domain). After registering a User Account using such

an email address, it is automatically assigned to the Administrator's Account under the Application.

b) with additional verification by the Administrator – registration of the User Account occurs using the registration form available on the subdomain of the Application created on the Website for the given Administrator. In such a case, registration may occur with the provision of any email address by the User (or indicated by the Administrator), however, it requires its verification or approval by the Administrator,

c) with additional automatic verification – registration of the User Account takes place using the registration form available on the subdomain of the Application created on the Website for the given Administrator. Automatic verification consists in comparing the user's individual personal data with the data previously entered by the Administrator. After registering the User Account, the e-mail address is automatically assigned to the Administrator Account as part of the application.

6. The User Account in the Application is closed by the Administrator in the case of:

a) termination or expiry of the Worksmile Service Provision Agreement,

b) termination of the employment/cooperation relationship between the Administrator and the User,

c) resignation from using the Application by a given User or

d) in other cases, provided for by the internal rules established by the Administrator.

7. In some cases, provided for by the internal rules established by the Administrator, the User Account may be active for some time after the termination of the employment/cooperation relationship (normally 3 months, with effect until the last day of the third calendar month following the termination of the employment/cooperation relationship), so that the User was able to distribute the points awarded thereto by the Administrator and unused Points from the Budget. In such a situation, the Administrator purchases a virtual voucher from the Service Provider for a specific value of Points equal to the part of the Budget unused by the User. Those points can be used by the User for Websites available in the Cafeteria System. After the agreed period (as standard, after the last day of the third full calendar month following the termination of the employment/cooperation relationship), the User Account is closed, and any Points unused thereby are cancelled.

8. The User's Account may be temporarily limited or suspended (blocked), including by blocking the possibility of purchasing Benefits in a situation of restriction or suspension (blocking) of the Administrator's access to the Application for reasons indicated in part IV pt. 9 of these Regulations.

9. A detailed description of the elements and functionalities available through the User Account as part of the Application is provided in the Documentation.

## **VI. CAFETERIA SYSTEM (BENEFITS SYSTEM)**

### **VI. 1. Users' rights within the Cafeteria System**

1. As part of the Cafeteria System, the Users have, under the terms set out in the Regulations and determined by the Administrator, the option of:

- a) purchasing Benefits including using Benefits by purchasing Vouchers,
  - b) performing other activities in the field of human resources or organizational matters of the Administrator's enterprise, if it has enabled such Functionality, including, for example, submitting applications to the Administrator or analysing the components of the remuneration granted thereto by the Administrator under a binding legal relationship.
2. Functionalities available to a given User are presented on its User Account.
  3. The type, scope and number of Benefits available to the User, visible in the Cafeteria System, are determined by the Administrator.
  4. The Benefits may include:
    - a) one-off, i.e. implemented as part of one activity/event, e.g. voucher for the purchase of a specific product/service, cinema/theatre ticket, discount in a shop, school layette, etc.
    - b) subscription, i.e. periodic in nature, paid with a specific frequency, e.g. medical care package, insurance, entry card to a sports club/gym, a fixed surcharge for a nursery/ kindergarten, etc.
  5. To select and pay for the Data voucher Benefit:
    - a) mark the selected Benefit in the Cafeteria System,
    - b) if necessary, in the process of selecting a given Benefit:
      - fill in the form that appears or
      - deliver to the Partner, Administrator or Service Provider (according to the information in the system) other necessary statements or documents,
    - c) provide the source of payment (methods of payment of Benefits are indicated in point VI.2. of the Regulations below),
    - d) confirm the payment by clicking on the "Pay" button. In the case of making a full or partial own payment (by card or e-transfer), the User will be redirected to the PayU authorization platform, and the transaction in the Cafeteria System shall be completed only with a positive authorization in the PayU platform.
  6. After making the payment, the User receives an authorization of the payment and a Voucher confirming the purchase of the Benefit upon redemption of the Voucher and upon its presentation to the Supplier. Vouchers are not redeemable for cash.
  7. Providers of Benefits in the Cafeteria System are usually Partners, i.e. entities operating in the field of providing specific goods or services, cooperating with the Service Provider under an agreement for offering their goods or services and accepting payments made via the Application. The Service Provider or the Administrator may also be the Service Provider as part of the services or goods they provide or in connection with the purchase of certain services or goods (or Vouchers authorizing their purchase) from other entities. The Administrator can also share Services offered by the External Suppliers in the Cafeteria System (the Partnership and settlements with them are done outside of the Service Provider).
  8. Upon the User's purchase of the voucher for specified Benefit offered by the Partner, the User concludes a separate sales agreement with the Partner (the parties to that agreement are the User as the buyer and the Partner as the seller), and the Service Provider acts as a trustee of the funds provided thereto by the Administrator for their use by the User (within the Budget) unless the payment settlement for given Service occurs

without intermediation of the Service Provider (i.e. outside of him; a direct payment in the Administrator – Partner relationship; actual hand over of cash funds to the Service Provider by the Administrator does not occur). The Service Provider, who is the funds trustee, is authorized to accept payments and transfer them to the Partner. The Partner is solely responsible for the implementation of the paid Benefit.

9. At the moment of the User purchasing of voucher for specified Service offered by the Administrator, the User concludes with the Administrator a separate agreement (the parties of which are the User as purchaser and the Administrator as the Supplier), while the Service Provider acts as trustee of funds entrusted to him by the Administrator for using them by the User (within the Budget) unless the settlement of payment for a given Service occurs without intermediation of the Service provider (i.e. outside of him; actual hand over of cash funds to the Service Provider by the Administrator does not occur).. The Service Provider acting as Budget trustee is authorised to accept payment and return it to the Administrator. The Administrator bear the sole responsibility for the execution of paid Service.

10. At the moment of the User purchasing of voucher for specified Service offered by the External Supplier, the Party in contract concluded with the External Supplier is the Administrator or directly the User depending on arrangements between the Administrator and External Supplier; the settlement of payment for a given Service occurs without the intermediation of Service Provider (I.e. outside of him; settlement payment in the Administrator – External Supplier relationship or User – External Provider). Depending on arrangements between the Administrator and the External Supplier or depending on conditions of a given Service, the responsibility for execution of paid Service is attributable to the External Supplier or the Administrator.

11. If the Benefit of voucher for specified Service Provider is the Service Provider, the Benefit purchase agreement is concluded between the Benefit Provider (as the seller) and the User (as the buyer) under the terms specified in the Benefit description. Responsibility for the implementation of such a Benefit is then borne by the Service Provider. The Service Provider is in such case the beneficiary of payment for a given Service.

12. Detailed conditions and rules for purchasing the Benefits and redeeming the Vouchers are described in the Cafeteria System, next to the description of a given Benefit.

## **VI.2 Payments**

1. The purchase of Benefits available in the Cafeteria System is possible through the following payment methods for vouchers (depending on the Functionalities selected by the Administrator):

- a) exchange of Points,,
- b) own payment of the User by fast internet transfer (PayU) or payment by card (PayU),
- c) combination of the above payment methods.

2. Each payment made with Points reduces the available Budget by the amount of the payment.

3. If the payment is made in whole or in part by a quick internet transfer or by payment card by clicking on the “Pay” button, the User shall be transferred to the PayU platform

(enabling safe online payments). The method of operation of the PayU platform and the method of payment are specified in the PayU platform regulations.

4. If the User, during one payment, combines the payment of Points with its own payment (fast internet transfer or payment card), the Cafeteria System temporarily blocks the awarded Points for the time of authorization in the PayU platform. They are finally collected when the payment is correctly authorized by PayU. If the transaction in PayU fails, the Cafeteria System automatically unblocks Points, which are restored (re-added) to the Budget.

5. In the event of making payment made using Points from Covered Budget:

a) when the Partner is the Service supplier – cash funds constituting as the equivalent of a given payment will be handed over by the User to a given Partner (after the Service was purchased or after a given settlement period is concluded depending on conditions concerning Services offered by a given Partner).

b) when the Administrator or External Supplier is the Service supplier – cash funds constituting as the equivalent of a given payment will be returned to the Administrator by the Service Provider (after the Service was purchased or after a set settlement period is concluded).

c) in the event when the Service Provider is the Service supplier – the cash funds constituting as the equivalent of a given payment will be kept by him as the payment beneficiary.

6. In the event making payment made from Non-covered Budget:

a) when the Partner is the Service supplier – the settlement of payment for a given Service can occur via the Service Provider or outside of him depending on arrangements with the Administrator (if the payment is settled via the Service Provider, then an actual hand over of determined cash funds to the Service Provider must occur in order for the funds to be handed over to the Partner by the Service Provider).

b) when the Administrator or External Supplier is the Service supplier – no actual cash funds are handed over by the Service Provider; payment settlement for a given Service occurs outside of the Service Provider (i.e. it stays at the Administrator's side).

c) when the Service Provider is the Service supplier – the Service Provider issues an accounting document as the beneficiary in favour of the Administrator with sum equal to the payment for a given Service(-s) (after a Service was purchased or given settlement period is concluded).

### **VI.3 Withdrawal from the Benefit voucher sale agreement**

1. Users who are Consumers who purchased the voucher for specified Benefit with their own resources in whole or in part may withdraw sale agreement within 14 days from the date of the agreement, without giving any reason, subject to paragraphs 3 – 6 below. In case of doubt, the date of concluding the sale agreement is the day of generating the Voucher.

2. In order to withdraw from the sale agreement, a statement of withdrawal must be sent to a given Service supplier – the Partner, External Supplier, Service Provider, or the Administrator – signed by the User or with a qualified electronic signature (unless a given

Service supplier envisions other declaration sending conditions). The template of the statement is attached as Appendix No. 2 to the Act on consumer rights. If the Benefit Provider is the Service Provider – the statement should be sent to the following email address: office@worksmile.com (where the statement of withdrawal sent to the Service Provider may have the form of a scan of a personally signed statement of withdrawal).

3. Withdrawal from the sale agreement is possible only if the Benefit has not yet been performed (or its execution has not been started yet) and the deadline until which the given Benefit could be performed has not expired. In the case of Vouchers containing digital content enabling their immediate use (e.g. gift vouchers, gift cards), it is assumed that the Benefit was completed at the moment of handing over the Voucher to the User (an appropriate annotation about this characteristic of the Voucher will be included in the description of the Benefit in the Cafeteria System).

4. In addition, withdrawal from the sale agreement is not possible in the cases described in Article 38 of the Act on consumer rights, i.e. in the following cases:

- a) in which the subject-matter of the Benefit is a non-prefabricated item, manufactured according to the Consumer's specification or serving to satisfy his/her individual needs;
- b) when the subject-matter of the Benefit is an item that deteriorates quickly or has a short shelf-life;
- c) when the subject-matter of the Benefit is an item delivered in a sealed package, which after opening the package cannot be returned due to health protection or hygiene reasons, if the packaging was opened after delivery;
- d) when the subject-matter of the Benefit are things that after delivery, due to their nature, are inseparably connected with other things;
- e) when the Consumer explicitly demanded that the Benefit Provider come thereto for urgent repair or maintenance; if the Benefit Provider provides additional services other than those requested by the Consumer, or provides items other than spare parts necessary for repair or maintenance, the Consumer shall have the right to withdraw from the agreement with regard to additional services or items,
- f) in which the subject-matter of the Benefit are sound or visual recordings or computer software delivered in a sealed packaging, if the packaging has been opened after delivery,
- g) the agreement concerns the delivery of newspapers, periodicals or magazines, with the exception of a subscription agreement;
- h) when the subject-matter of the Benefit are services in the field of:
  - (1) accommodation other than for residential purposes,
  - (2) transport of goods,
  - (3) car rental,
  - (4) catering,
  - (5) services related to leisure, entertainment, sports or cultural events,
  - (6) if the agreement specifies the day or period of the service provision;
- i) when the subject-matter of the Benefit is the delivery of digital content that is not recorded on a material carrier, if the performance of the Benefit began with the express consent of the Consumer before the deadline to withdraw from the agreement and after informing it by

the Benefit Provider of the loss of the right to withdraw from the agreement.

If one of the above situations applies to a given Benefit, the User shall be additionally informed about the lack of the right to withdraw from the sale agreement by the Benefit Provider in the description of the Website in the Cafeteria System.

5. In the event of withdrawal from the sale agreement, the funds are returned to the User:

- a) into a bank account – in the case of payment by fast internet transfer (PayU),
- b) to card – in the case of card payments (PayU),
- c) in the form of the return of Points in the Cafeteria System – in the case of payment made with Points.

6. In the description of each of the Benefits in the Cafeteria System, there is information about the possibilities and rules related to the cancellation/return of a given Benefit.

#### **VI.4 Administrator's rights within the Cafeteria System**

1. As part of the Cafeteria System, the Service Provider enables the Administrator to access the platform within which the Administrator may, among others:

- a) create many different subject/object budgets, including the Social Budget,
- b) provide Users with Benefits and manage them,
- c) manage the availability of Benefits by indicating which Partners can use them Users,
- d) organize and deal with personnel and organizational matters related to the functioning of its enterprise, including:
  - create application forms and enable Users to submit them to the Administrator via the Application,
  - create a system for analysing the User's remuneration components, "portfolio",
  - generate reports,
- e) make other settings made available within the Cafeteria System, described in the Documentation.

Effective granting to the User by the Administrator of funds from the Budget (i.e. their use by the User by purchasing the Benefit) may involve additional tax obligations on the part of the Administrator as a payer of advances for personal income tax – those activities may meet the statutory conditions for granting additional remuneration to the User, as means at its disposal.

#### **VI.5 Complaints regarding Benefits**

1. The Service Provider is not liable towards the Users and their accompanying persons for the quality of Benefits offered by Partners, Administrators and External Suppliers, or for any damages (including damages) incurred in connection with the use of such Benefits. Complaints related to the Benefits purchased from them should be submitted by the Users to the respective Partner, Administrator or External Supplier, respectively, in accordance with the terms of the Complaints regarding the Benefits established thereby.

2. If the Benefit Provider is the Service Provider, complaints regarding the Benefits offered thereby should be submitted under the rules set out in Part VIII of the Regulations, applicable in such situations.

## **VII. CONTACT WITH THE SERVICE PROVIDER**

1. The current form of communication between the Service Provider and the Administrators is:

a) email (office@worksmile.com) and

b) mail (Fitqbe spółka z ograniczoną odpowiedzialnością, ul. Prosta 68, 00-838 Warsaw, the form through which the Administrator may exchange information with the Service Provider regarding the use of the Website and Application.

2. In terms of personal data, the Users may contact the following email address of the Service Provider: dane.osobowe@worksmile.com. Details are specified in the Privacy Policy available here: <https://worksmile.com/polityka-prywatnosci/>

## **VIII. COMPLAINTS REGARDING THE WEBSITE AND APPLICATION**

1. Complaints related to the operation of the Website, including the Application, may be submitted by the User in the following way:

a) via email to the following address: office@worksmile.com or

b) in writing to the following address: Fitqbe spółka z ograniczoną odpowiedzialnością, ul. Prosta 68, 00-838 Warsaw.

2. The Service Provider recommends including in the description of the complaint:

a) information and circumstances regarding the subject-matter of the complaint, in particular the type and date of irregularities;

b) claim;

c) contact details of the person submitting the complaint,

– it will facilitate and speed up the consideration of the complaint by the Service Provider.

The requirements set out in the preceding sentence are only recommendations and do not affect the effectiveness of the complaint submitted without the recommended description of the complaint.

3. The Service Provider shall respond to the complaint immediately, no later than within 14 calendar days from the date of its submission. Information on the method of settling the complaint shall be sent to the email address of the User submitting the complaint, unless it provided a different email address in the complaint description.

4. The Users can report the current technical problems related to the operation of the Application also to the Service Provider via the chat available as part of the Application – such reports are not treated as

a complaint and are resolved as soon as possible or the User is informed about the expected date of their solution.

5. The User who is a Consumer has the option of using out-of-court complaint and redress procedures – the rules and procedures for using this option are available at the registered office and on the services of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Province Inspectorates of the Trade Inspection Authority and at the following internet addresses Office of Competition and Consumer Protection: [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php) and [http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php).

6. The Consumer may obtain free assistance in resolving the dispute also using the free

assistance of

a district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (among others Consumers' Federation, Association of Polish Consumers).

7. At the address <http://ec.europa.eu/consumers/odr> there is an online platform for resolving disputes between consumers and entrepreneurs at the EU level (ODR platform). The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sale agreement or a services provision agreement.

## **IX. COPYRIGHTS**

1. Copyrights and intellectual property rights to the Website and the Application as a whole and their individual elements, including content, graphics, works, designs and signs available within it belong to the Service Provider or other authorized third parties and are protected by Copyright and other provisions of commonly applicable law. The protection granted to the Website and Application covers all forms of their expression.

2. The Website and Application should be treated like any other work that is protected by copyright. The User has no right to copy the Website or Application, except for cases permitted by the provisions of mandatory law. The User also undertakes not to modify, adapt, translate, decode, decompile, disassemble or in any other way try to establish the source code of the Website or Application, except for cases permitted by the provisions of mandatory law.

3. Trademarks of the Service Provider and third parties should be used in accordance with applicable law.

4. The User using the Website and Application does not receive any copyrights to the Website and Application, with the proviso that Users are granted only – under the conditions indicated in the Regulations and in the Worksmile Service Provision Agreement – a paid, non-transferable and non-exclusive license authorizing it to use the Website and Application in a manner consistent with their intended use, Regulations, Worksmile Service Provision Agreement and Documentation and in

a manner consistent with the law and morality, with respect for personal rights, personal data as well as copyrights and intellectual property of the Service Provider, other Users and third parties and entities, shown, utilised and used on fields according to the above-mentioned rules. The Service Provider confirms that he is the entity authorised to dispose the Service and the Application, as well as rights to them in scope necessary to carry out provisions of these Regulations and Worksmile Service Provision Contract, including granting Users licence under above-mentioned conditions, as well as confirms that according to these Regulations, the use of the Service and Application by users does not violate rights of any third party.

5. The license is granted to the Administrator and its employees/associates who are Users from the moment the Administrator pays the Subscription for a specified period – in accordance with the Worksmile Service Provision Agreement, at the latest until the expiry

of the Agreement, subject to the situation described in part V point 7 of the Regulations, in which the term of use of the license for a given User is postponed to the date of closing its User Account.

6. The remuneration for granting the license to the User is covered in the scope determined in the Regulations by the remuneration payable under the Subscription.

## **X. RESPONSIBILITY**

1. The Administrator is solely responsible for the content published in the Application (or generated in another way in the Application) thereby or by the persons it uses, as well as for the selection, availability and quality of the Activities, Awards and Benefits specified thereby. The Service Provider is not responsible for such actions or omissions.

2. The Service Provider is not responsible for the Benefits offered by the Partner (or External Supplier) via the Application, with the proviso that in the event of obstacles to implementation of Service offered by the Partner occurring on the side of the Service Provider, the Service Provider will reimburse the User for the funds paid thereby for the Benefit in a manner consistent with the provisions of Part VI.3. point 5 of the Regulations.

3. The Service Provider shall be liable towards a User who is not a Consumer, regardless of its legal basis, up to the amount of the recently paid Subscription fee, and in the absence thereof, up to PLN 1,000.00 (one thousand).

4. The Service Provider shall be liable towards the User who is not a Consumer only for actual damage incurred by the User, excluding lost profits.

5. The Service Provider shall not be liable towards a User who is not a Consumer for damages and failure to fulfil obligations resulting from force majeure or any other reasons beyond the Service Provider's control.

## **XI. FINAL PROVISIONS**

1. These Regulations and issues arising from the use of the Website, including the Application, are subject to Polish law. Any disputes with the Service Provider resulting from that shall be settled by the court having jurisdiction over the Service Provider.

2. The Service Provider reserves the right to amend the Regulations, about which it will inform the Users via email. The amended Regulations shall be binding on:

a) the Administrator, if it has been properly notified about the amendments and has not terminated the Agreement within 14 calendar days from the date of notification,

b) User who is not the Administrator – if it has been properly informed about the amendments and has not resigned from using the Application within 14 calendar days from the date of notification.

3. The Regulations are the regulations referred to in Article 8 of the Act of July 18, 2002 on the provision of electronic services.

4. The Regulations are made available to the Users free of charge via the Website in a form that allows them to be downloaded, saved and printed.

5. Date of the last update of the Regulations: 02nd November, 2021.

Thank you for your attention!

Should you have any questions, please do not hesitate to contact us at any time.

We invite you to cooperation Worksmile Team