

## **STORE REGULATIONS**

The online store is operated by Medicover Sport sp. z o.o. with its registered office in Warsaw (00-807), Al. Jerozolimskie 96, entered in the Commercial Register of the National Court Register kept by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register under the number 0000909046, Tax Identification Number (NIP): 525-23-54-272, share capital PLN 13,568,072.00 (paid in full), having the status of a large entrepreneur, within the meaning of the Regulation No. 651/2014 of the EU Commission of 17 June 2014 and the Counteracting Excessive Delays in Commercial Transactions Act of 08 March 2018

### **I. DEFINITIONS**

**Account:** a set of resources and rights assigned to a specific Beneficiary on the website or app, available after logging in. The setup of an account is free of charge.

**Activation of rights:** the Beneficiary's acquisition of rights to use the Services purchased from the Online Store.

**App:** a mobile app available on the Apple App Store and Google Play.

**Beneficiary:** the Customer or any other person entitled to use the Services purchased from the Online Store by the Customer.

**Civil Code:** the act of 23 April 1964, as amended.

**Company/Medicover Sport:** Medicover Sport sp. z o. o. with its registered office in Warsaw (00-807), Al. Jerozolimskie 96, entered in the Commercial Register of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register under the number 0000909046, Tax Identification Number (NIP): 525-23-54-272, share capital: PLN 13,568,072.00 (paid in full), having the status of a large entrepreneur within the meaning of Regulation No. 651/2014 of the EU Commission of 17 June 2014 and the Act of 8 March 2018 on counteracting excessive delays in commercial transactions.

**Customer:** a natural person with full legal capacity using the Online Store, including in particular making purchases on his or her own account or on behalf of others.

**Goods:** products sold by the Online Store described in detail in the Product Card.

**Helpline:** a helpline available at +48 22 290 80 70 or +48 22 221 02 00, through which it is possible to obtain support in the purchasing process, including information about the Goods and Services available in the Online Store.

**Online store:** the online store operated by Medicover Sport, available at [www.medicoversport.pl](http://www.medicoversport.pl) or after logging in to the website or the mobile app.

**Order:** the Customer's declaration of intent to purchase Goods or Services from the Online Store expressed by placing the Service or Goods in the Shopping Basket and proceeding to the next step with the option to make a purchase.

**Payment system operator/ payment intermediary:** an entity with which the Company has entered into an agreement to enable the movement of funds between payers and payees in electronic payment systems.

**Product card:** a description of the Goods, Services or Bundle of Services/Goods available in the Online Store.

**Purchase confirmation:** an email message sent by the Online Store to the email address indicated by the Customer (by remotely filling in an electronic form in the Online Store) confirming that the ordered Service can be provided and the Goods delivered.

**Service(s) package:** a set of Services or other benefits available to the Beneficiary, constituting a certain whole and available for use at a certain time, in a certain place, for a certain price in the Online Store.

**Service:** the service sold by the Online Store as detailed in the Product Card.

**Shopping basket:** the functionality of the Online Store enabling the display of the Services or Goods selected by the Customer for purchase, as well as the input and modification of the Order data such as the quantity of the Services, Goods, forms of payment, place of fulfilment of the Services, place of delivery, Customer data.

**Regulations:** these regulations together with all the appendices specifying e.g. the rules of operation of the Online Store, the conditions for placing Orders for Services and Goods, the Customer's rights and obligations.

**Vendor:** an entity or an entrepreneur who offers its Goods and Services to Customers through the Online Store. If the regulations refer to a Vendor and nothing to the contrary follows from the provisions of the regulations - Medicover Sport is also treated as a Vendor.

**Web services:** ICT systems dedicated to Beneficiaries which enable logged-in Beneficiaries who have an account to order Multipasses (Multipakiet), manage Multipasses (Multipakiet) and manage payments.

## II. GENERAL PROVISIONS

(1) These Regulations set out:

- a. The rules of using the Online Store,
- b. The terms and conditions for placing Orders for Services and Goods offered by Medicover Sport or other Vendors, available at the Online Store,
- c. The terms of payment by the Customer for Services or Goods purchased at the Online Store;
- d. The Customer's right to withdraw from the agreement for the purchase of Services or Goods;
- e. The rules on the lodging and handling of complaints.

(2) In order to use the Online Store, including browsing the range of products in the Online Store, it is necessary to have an end-user device with access to the Internet and a current version of a web browser such as Microsoft Edge, Google Chrome, Mozilla Firefox, Opera or Safari. In addition, an active electronic mail (email) account or telephone is necessary to use certain functionalities of the Online Store and to place Orders. In order to use the Online Store, including browsing the range of the Online Store through the App, a mobile device based on Android 11.0 (or later) or Apple iOS 15.0 (or later) is necessary.

(3) The Customer is obliged to refrain from any activity which could adversely affect the proper functioning of the Online Store, including, in particular, any interference with the content of the Online Store or its technical elements. Moreover, it is forbidden for the Customers to use the Online Store for purposes contrary to its purpose, including sending spam, conducting any commercial, advertising or promotional activity at the Online Store.

(4) By purchasing from the Online Store, the Customer confirms their full legal capacity.

(5) Browsing the range of products in the Online Store and placing Orders by the Customer for Services and Goods in the range of products in the Online Store is available after logging in or registering on the Website or in the App.

(6) Settlement of transactions for the purchase of Services or Goods shall be carried out in accordance with the information provided in the Online Store via the payment intermediary/payment systems operator.

### III. INFORMATION ON SERVICES AND GOODS

- (1) Information about the Services and Goods available in the range of the Online Store constitutes an invitation to conclude an agreement within the meaning of Article 71 of the Civil Code.
- (2) A detailed description and the conditions of use of the Goods or Services made available are contained in the Product Card assigned to it.
- (3) The prices of the products indicated at the Online Store are given in Polish zloty (PLN); the total cost of the Order (i.e. the prices of all Services and Goods covered by the same Order) is indicated in the Basket before the Customer places the Order. The prices displayed at the Online Store are gross prices and include all taxes required by applicable laws (including VAT).
- (4) Medicover Sport reserves the right to make changes to the prices and type of Goods or Services on an ongoing basis.
- (5) The Vendor reserves the right to change prices of Products presented in the Online Store, introduce new Products, withdraw Products, carry out promotions and give discounts, as well as temporarily offer Products free of charge. The above entitlement shall not affect Orders which were placed before the effective date of any of the changes. Details and duration are always included in the description of the relevant Goods or Service.

### IV. TERMS AND CONDITIONS FOR PLACING AND PROCESSING ORDERS

- (1) The Customer may place Orders for Services and Goods available in the assortment of the Online Store throughout seven (7) days a week and twenty-four (24) hours a day, subject to prohibitions or restrictions on trade resulting from mandatory legal provisions and technical interruptions.
- (2) Medicover Sport is not responsible for the quality of the internet connection at the time of the transaction at the Online Store as well as software irregularities and other defects in the Customer's end-user equipment.
- (3) In order to place an Order, select the Service or Goods that are the subject of the Order and then follow the subsequent steps for concluding the transaction, in particular:
  - a. Accept these Terms and Conditions and the other terms and conditions of the Services,
  - b. Select the form of payment,
  - c. Make the Order.
- (4) Orders for Goods and Services will be carried out exclusively in Poland.
- (5) Any Order shall be deemed to have been duly placed if the Customer has correctly specified the Goods or configured the Service according to the guidelines available in the Product Card in each case and has made full payment.
- (6) Medicover Sport may refrain from performing the agreement where it is impossible or involves a risk of damage to Medicover Sport as a result of:
  - a. The Customer's provision of incorrect or false data when placing an Order;
  - b. The failure to contact the Customer at the telephone number or email address specified in the Order;
  - c. Any reasonable suspicion of a criminal offence, misdemeanour or other infringement of the law in connection with the Order.
- (7) The Agreement shall be enforceable if the doubts are clarified or the irregularity is remedied. Medicover Sport may also cancel the Order if the irregularity is irremediable or is not remedied within a reasonable period of time. If Medicover Sport terminates the agreement or the agreement is invalid in accordance with the provisions of the Civil Code, the Customer shall receive a refund of the price that has been paid. The refund of the price paid is understood as an agreement termination declaration by Medicover or a declaration of revocation of the purchase confirmation.

## **V. PAYMENT, CONCLUSION OF THE AGREEMENT AND PERFORMANCE OF THE ORDER**

- (1) The full amount due for an Order shall be shown in the summary of each Order. The amount shown is the total price of the Goods or Services purchased by the Customer.
- (2) Payments for the Order may be made through the Payment Systems Operator/ Payment Intermediary indicated according to the selected payment method in the Online Store.
- (3) Confirmation of the Purchase by the Customer shall be immediately confirmed by the Vendor to the email address indicated in the Order form or in the App.
- (4) The moment the Customer receives the Purchase Confirmation is the moment that the Agreement is concluded.
- (5) Activation of entitlements will take place after the purchase of the Goods or Service and after payment has been made, and the date of commencement or fulfilment will be specified in the Product Card.
- (6) The method of delivery of the Goods or Services is described in each case in the Product Card available in the Online Store.
- (7) The scope of the Service, the specification of the Goods and the guarantee, if any, relating to the Service or the Goods are available in the Product Card.
- (8) In the case of electronic payment, the Product will be made available to the Customer after the transfer is received and credited to the Vendor's bank account.

## **VI. WITHDRAWAL FROM THE AGREEMENT**

- (1) The Customer may withdraw from the agreement of purchase of Goods or Services without giving any reason within fourteen (14) calendar days from the date of conclusion of the agreement. The Customer shall make a declaration of intent to withdraw from the agreement of purchase of the Goods or Services by submitting a signed statement to the following email address: [bok@medicoversport.pl](mailto:bok@medicoversport.pl) or in writing to the Company's address: Medicover Sport Sp. z o.o., Al. Jerozolimskie 96, 00-807 Warszawa. The Customer shall bear the direct costs of returning the Goods or Services.
- (2) In the case of the purchase of a Service, withdrawal from the agreement is possible without stating a reason within fourteen (14) calendar days from the date of conclusion of the agreement if the Service in electronic form has not started or has not been activated.
- (3) If the performance of the Service has begun before the end of the withdrawal period and the Customer subsequently withdraws from the agreement, the Customer is obliged to pay for the services rendered until the withdrawal. The amount of payment shall be calculated in proportion to the extent of the performance performed, taking into account the contractually agreed price or remuneration. If they are excessive, the basis for calculating this amount shall be the market value of the service provided.
- (4) If, at the express request of the Customer, the performance of the Service for which the Customer is liable to pay the price is to commence before the expiry of the deadline for withdrawal from the agreement concluded off-premises, the Vendor shall require a statement from the Customer: (1) containing such an express request on a durable medium; (2) that he or she has acknowledged the loss of the right to withdraw from the agreement upon its full performance by the Vendor.
- (5) The Vendor shall confirm to the Customer that the Vendor has received consent to the supply of digital content in circumstances giving rise to the loss of the right of withdrawal.
- (6) The Vendor shall be obliged to issue to the Customer a document of the agreement concluded off-premises or a confirmation of its conclusion, recorded on paper or, with the Customer's consent, on another permanent carrier.

(7) Medicover Sport guarantees the return of the amount paid within fourteen (14) working days from the moment of the Customer's declaration of withdrawal, to the bank account from which the payment was initiated without charging the Customer with any additional fees.

(8) In Annex 1 to these Store Regulations, Medicover Sport provides a template declaration of withdrawal from an agreement concluded at a distance or off-premises for the Customer (Consumer).

## VII. PERSONAL DATA

(1) The personal data provided by customers in the Online Store is processed by Medicover Sport sp. z o.o. with its registered office at Al. Jerozolimskie 96, 00-807 Warsaw (**Personal Data Controller**).

(2) The provision of personal data by the Customer is voluntary, albeit necessary to make purchases of Goods and Services and use the Services. Medicover Sport processes personal data for the purpose of entering into and performing sales agreements with the Customer for Goods and Services purchased from the Online Store. Comprehensive information on the processing of personal data is available in the privacy policy at <https://medicoversport.pl/centrum-prywatnosci>.

(3) By providing his/her data, the Customer declares that the personal data provided are his/her own.

(4) If the Customer includes the Beneficiaries' personal data (including their name, gender, telephone number or email address), he/she may do so only on condition that the provisions of the applicable law and the personal rights of these persons are not violated.

## VIII. COMPLAINTS AND WARRANTY

(1) The Vendor shall be liable to the Customer who is a consumer within the meaning of Article 22<sup>1</sup> of the Civil Code for non-compliance with the sales agreement of the Goods or Services purchased by the Customer (warranty), Article 556 et seq. of the Civil Code, and in accordance with the provisions of the Consumer Rights Act.

(2) The Vendor is obliged to deliver Goods or Services that are free from defects.

(3) The Vendor shall be liable to the Customer under the warranty for defects to the extent specified in the Civil Code if the Goods or Service have a physical or legal defect.

(4) Notifications containing questions, suggestions, information about problems with the Online Store may be submitted in one of the following ways:

- a. By email to: [bok@medicoversport.pl](mailto:bok@medicoversport.pl);
- b. By telephone +48 22 290 80 70 or +48 22 221 02 00;
- c. By filling in the online form available at <https://medicoversport.pl/kontakt>.

(5) Complaints concerning the Service shall be considered within 14 (fourteen) calendar days. Complaints concerning the purchased Goods or Services for which Medicover Sport is the Vendor shall be considered within 14 (fourteen) calendar days – counted from the date of receipt of all data necessary to consider the complaint to the address: Medicover Sport sp. z o. o. competent Customer Service Department - Complaints, Al. Jerozolimskie 96 00-807 Warszawa or via the contact form on the Company's website at: <https://medicoversport.pl/kontakt>. The Vendor shall inform the Customer submitting the complaint about the outcome of the complaint.

(6) In the event of a complaint or claim relating to the performance or purchase of Goods or Services, the Customer shall, at the request of Medicover Sport, carry out such acts as will enable Medicover Sport to receive all information necessary for the proper handling of the complaint.

(7) The complaint should contain the Customer's identification and contact details (full name, telephone number, email address), the subject of the complaint (e.g. type and date of the defect) and the demands related to the complaint. If an incomplete complaint is received, the Vendor will call on the Customer to complete the complaint.

(8) The Vendor will process the Customer's personal data in order to process the complaint.

(9) The Customer shall have the right to appeal against the settlement of the complaint and the decision issued by the Company using the complaint procedure. An appeal against a complaint submitted by the Customer will be considered within fourteen (14) calendar days. The Company may reject an appeal against a complaint if it is manifestly unfounded or if it fails to cite new evidence or present new facts justifying the acceptance of such appeal. The Customer who has filed an appeal against the complaint will be informed of the Company's decision by means of their email address or in the App.

(10) The Beneficiary shall be obliged to pay the fee for the Service no later than the date of acceptance by the third party of the list of Beneficiaries referred to in the relevant agreement with the third party.

## **IX. COPYRIGHT AND RELATED RIGHTS**

(1) When using the Online Store, each Customer should respect the applicable copyright and intellectual property laws.

(2) The content contained in the Online Store (including, above all, works, trademarks and databases) is protected by law. This protection arises from generally applicable laws, including:

- a. The Copyright and Related Rights Act;
- b. The Industrial Property Act;
- c. The Protection of Databases Act;
- d. The Combating Unfair Competition Act.

(3) An example of an infringement of these provisions would be the unlawful unauthorised reproduction, making available to the public on a network, as well as public performance of the above-mentioned content.

(4) The mere fact of using the Online Store does not transfer any rights or licences for legally protected content to the Customers.

(5) The content of the relevant tabs of the Online Store is of an informative nature. None of the information contained on the Online Store's website constitutes legal advice, legal opinion or binding information on the applicable legal status. It is not recommended to undertake actions solely on the basis of based on the information or content contained in the Online Store tabs. It is recommended to seek professional legal advice before making a decision.

## **X. AMICABLE MEANS OF DEALING WITH COMPLAINTS AND CLAIM PURSUIT**

(1) The use of out-of-court complaint and claim pursuit procedures is voluntary. The following provisions are for information purposes only and do not constitute an obligation on the part of the Vendor to use out-of-court means of dispute resolution.

(2) The Customer shall have, for instance, the following options for out-of-court complaint and claim pursuit procedures:

- a. Apply to the voivodeship inspector of the Trade Inspection to initiate mediation proceedings for an amicable settlement of the dispute; information concerning the mediation procedure can be found in the offices and on the websites of the individual Voivodeship Inspectorates of the Trade Inspection;
- b. Apply to a permanent amicable consumer court operating at the provincial inspector of the Trade Inspection to resolve a dispute arising from the concluded agreement;

c. Seek free legal advice from a municipal or district consumer ombudsman or a social organisation whose statutory tasks include consumer protection, e.g. Consumer Federation: <https://www.federacijakonsumentow.org.pl>.

(3) If the customer wishes to make use of the possibility of amicable dispute resolution for online purchases, he can submit his complaint e.g. via the EU online ODR platform available at <https://ec.europa.eu/consumers/odr>.

(4) Detailed information about out-of-court dispute resolution between the Vendor and the Customer can be found on the website of the Office of Competition and Consumer Protection at <https://polubowne.uokik.gov.pl>.

## **XI. FINAL PROVISIONS**

(1) Services purchased from the Online Store may not be resold, transferred, lent to a third party without the Vendor's consent.

(2) Acquired Goods or Services shall not be exchanged for other Goods or Services, unless otherwise stated in the regulations or concluded agreements.

(3) Purchased Goods or Services are not a substitute for goods or services provided on the basis of a legal relationship other than an agreement concluded through the Online Store.

(4) Agreements concluded through the Online Store and Services provided are performed in the Polish language and based on the provisions of Polish law.

(5) If any provision of the regulations turns out to be inconsistent with universally applicable laws and violates the interests of Customers (consumers), the Vendor declares the application of the indicated correct provision.

(6) Settlement of any disputes between the Vendor and the Customer, who is a consumer within the meaning of Article 22<sup>(1)</sup> of the Civil Code, shall be submitted to the competent courts in accordance with the relevant provisions of the Civil Procedure Code.

(7) The Vendor reserves the right to make changes to the regulations for important reasons, in particular: changes in the provisions of law, changes in the methods of payment and delivery – to the extent that these changes affect the implementation of the regulations, changes in technology, changes in the direction of the Vendor, as well as changes in the range of goods or services sold in the Online Store.

(8) The Regulations may be amended for valid reasons, which include:

a. The introduction of new generally applicable legal regulations or the introduction of changes to these regulations, affecting the principles of offering and performing the services to which the provisions of the Regulations apply;

B. Issuance of court rulings, decisions of administrative bodies, decisions, guidelines, orders, recommendations, interpretations or recommendations of authorised bodies, including the Office for Competition and Consumer Protection, as well as amendments thereto;

C. Expansion of the Company's offer by introducing a new type of chargeable Service;

D. Changes in IT systems, technical or technological solutions to which the regulations apply;

E. Changes to the existing regulations of the delivery of Services introduced to improve the quality or safety of the Services;

F. Amendments of an editorial and organisational nature affecting the rights and obligations of Customers.

(9) Changes to the functionality of the Online Store (in particular: adding new or changing functionality, changes to the functioning of Vendors independent of Medicover Sport and the Goods and Services offered by the Company free of charge, changes of an editorial and orderly nature which do not affect the rights and obligations of Customers) are not considered changes to the regulations.



(10) The regulations are available online at <https://medicoversport.pl/regulamin> and will be made available in the App. The regulations are amended by making their amended text available at <https://medicoversport.pl/regulamin>. An amendment to the regulations does not affect the performance of agreements which were concluded before the amendment, unless the Customer has agreed to the new terms of the updated regulations.

(11) The version of the regulations in force on the date of conclusion of the agreement shall apply to agreements concluded before the regulations were amended.

(12) All issues that are not specified in these regulations shall be governed by generally applicable provisions of Polish law, in particular: the Civil Code, the Consumer Rights Act, the Electronic Provision of Services Act, the Combating Unfair Competition Act, the Electronic Communications Act, Personal Data Protection Act, and the General Data Protection Regulation (GDPR).

(13) Any annexes to these regulations shall form an integral part thereof.

(14) The Company shall inform the Beneficiaries of the amendments to the regulations and, if this results from the provisions of agreement with the third party, the third party (at the address of the relevant contact person), in particular: by posting the relevant information on the website at: <https://medicoversport.pl/regulamin> or electronically by means of a message addressed to the Beneficiary's email address indicated in the Account (if provided), or by SMS message, or in the App. In the event of an amendment to the regulations, the Beneficiary shall have the right to terminate the agreement for the provision of Services by electronic means in force with effect from the last day of the validity of the Service. The amendment of the regulations shall not affect the performance of agreements or agreements which were concluded prior to the amendment, including an agreement with a third party. If the Beneficiary has not objected to the updated provisions of the regulations, the new provisions of the regulations shall be binding upon the Beneficiary from the moment they come into force. The aforementioned rules and time limits concerning the termination of an agreement for the provision of Services by electronic means may be regulated differently under individual provisions of an agreement with a third party, however, on no worse terms than the applicable legal provisions.

(15) The time limit for the submission of a declaration of intent to terminate the agreement for the provision of Services by electronic means shall be 14 (fourteen) calendar days from the moment the Beneficiary is informed of the amendments to the regulations. Upon ineffective lapse of the time limit, the Beneficiary shall be deemed to have accepted the amendments to the regulations. The Beneficiary submits a declaration of intent to terminate the agreement for the provision of the Services electronically by submitting a signed declaration to the following email address: [bok@medicoversport.pl](mailto:bok@medicoversport.pl) or in writing to the address of the Company: Medicover Sport Sp. z o.o., Al. Jerozolimskie 96, 00-807 Warsaw, stating as the reason for the termination of the agreement for the provision of Services by electronic means the fact that the regulations have been amended and that the Beneficiary does not accept the new provisions of the regulations.

(16) The regulations have been drawn up pursuant to Article 8 (1) of the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws. of 2024, item 1513, as amended) in conjunction with the Act of 23 April 1964, Civil Code (Journal of Laws of 2024, item 1061, as amended), the Act of 12 July 2024 on Electronic Communications Law (Journal of Laws of 2024, item 1221, as amended) and the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2024, item 1796, as amended).

(17) The current Regulations can be found on the website at <https://medicoversport.pl/regulamin> as well as in the App.

(18) These Regulations shall become effective as of 01 May 2025.



**Annex 1 to the Regulations**

..... /place/, ...../date/

Medicover Sport sp. z o. o.

Al. Jerozolimskie 96

00-807 Warszawa

.....

/Name of the consumer/

.....

.....

.....

/Contact details/

**Statement of Withdrawal**  
**from a Distance Agreement or Off-premises Agreement**

Pursuant to the Consumer Rights Act of 30 May 2014 (Article 27), I hereby withdraw from the agreement concluded on ..... at a distance\*/off-premises\* without specifying a reason.

I will return the Goods/Service in accordance with the provisions of the agreement.

Please return the price of the Goods/Service to account\*.....

/ in the manner in which payment for the Goods/Service was made\*.

.....

Consumer's signature

*\* Delete as appropriate*

*Please attach a proof of purchase\*/agreement\* (recommended)*

Medicover Sport sp. z o. o.  
00-807 Warsaw, Al. Jerozolimskie 96  
Tax Identification Number (NIP): 525-23-54-272 Regon statistical number: 140428695  
District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register, KRS no. 0000402558  
Share capital: PLN 13,568,072.00 fully paid up