

THE TERMS OF USING THE BENEFITLUNCH CARD

1. The BenefitLunch Card ("**Card**") can only be obtained by participating in the BenefitLunch Programme ("**Programme**") managed by Benefit Systems S.A. ("**Benefit Systems**"). The Card may be offered in a variant which only includes a limited number of visits in the month in which the card is valid ("**Quantity Card**").
2. The Card shall, during the period of its validity, authorize Programme participants ("**Users**") to use the services provided at the facilities operated by the Partners of Benefit Systems ("**Partners**") as listed for the Card type on: <https://www.benefitsystems.pl/en/for-you/benefitlunch/>.
3. The Card shall be personal and may not be provided to third parties. Trading the Card in any way or its disposal in favour of a third party is prohibited. Users are forbidden to use the Cards with the intention to earn money. Only one Card may be held by a single User.
4. Benefit Systems S.A. is the controller of personal data as part of the provision of services under these Terms and Conditions. Detailed information on personal data processing and on the rights of data subjects is available in the [Privacy Policy](#).
5. The User shall be fully free to apply for a Card and participate in the Program, i.e. it shall be within the User's sole discretion to apply to participate in the Program. Users are entitled to cancel the service on the terms described in the agreement signed with the customer (User's employer) who has enabled Users to use the Programme ("Customer"). Withdrawing from the Programme results in the User's Card being deactivated at the end of the current settlement period identified in the agreement signed with the Customer.
6. In order to use the services provided by the Partner, the Card holder is each time required to produce the Card and an identity document for inspection. At some facilities, the User shall additionally sign or enter his or her initials in order to confirm the visit or as otherwise required by the specific Partner. An identity document is a document which may be used to prove the User's identity, showing his or her full name and photograph, issued by a public administration authority (in particular, an identity card, passport, residence card, driver's license), a professional self-government authority (service card) or tertiary schools (student IDs). An ID badge shall not be considered an identity document.
7. Where a Card holder uses the "phone delivery" option, he or she is required to state the Card number, the Customer's name and the delivery address when placing an order with a Partner.
8. Users are authorized to use the Card once per day on every working day, from Monday to Friday, with the exception of holiday and medical leave days, during the Partner's working hours. For Quantity Cards, Users are authorized to use the Card once per day, on every working day, from Monday to Friday, with the exception of holiday and medical leave days, during the Partner's working hours, up to the Card's monthly limit of visits.
9. Users are only authorized to use the services available for the Card and listed on: <https://www.benefitsystems.pl/en/for-you/benefitlunch/> and therefore they should read the list of the available services/menus before using the service offered by a particular Partner. In order to ensure Users' satisfaction, Benefit Systems suggests contacting a Partner on the phone in advance to inquire about service availability.
10. The User may submit a complaint to Benefit Systems with regard to the use of the Program or the order of the Cards. A complaint may be submitted in an electronic form and emailed to info@benefitlunch.pl or in writing, to the following address of Benefit Systems: Benefit Systems SA, Plac Europejski 2, 00-844 Warszawa, with a note "Complaint Card BenefitLunch." The complaint should include the User's name and surname, Card number, a description of the

problem, and a request for a specific action to be taken by Benefit Systems (the User's request). Benefit Systems shall promptly, and not later than within 14 days from the receipt date of the complaint, resolve the complaint and inform the User about the outcome in a notification sent to the User's email or correspondence address, as indicated in the lodged complaint.

11. Protection of the data visible on the Card against unauthorized access shall be the responsibility of the User.

12. An employee of Benefit Systems (or a person authorized by an entity cooperating with Benefit Systems) and an employee of the Partner have the right to verify the Card against an identity document and to retain a Card which is misused or used in breach of the provisions contained in these Terms of Use.

13. It is prohibited to trade in the Cards.

14. Benefit Systems reserves the right to amend these Terms of Use. Users will be notified of the content of the amended Terms of Use on: <https://www.benefitsystems.pl/en/for-you/benefitlunch/> Amendments hereto shall enter into force 14 calendar days of the publication thereof.