

General terms and conditions of Pluxee eVoucher agreement

I. Definitions

1. The terms used in these T&Cs have the following meanings:

Pluxee or Service Provider means Pluxee Polska sp. z o. o. with its registered office in Warsaw, 53 Rzymowskiego St., 02-697 Warsaw, entered into the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under number 0000033826, with the share capital in the amount of PLN 3,000,000, having the Tax Identification Number (NIP): 5222357343;

Client or Ordering Party means a business entity (a sole proprietor, a legal entity or an organizational unit without legal personality, which is granted legal capacity by law) that enters into a Sales Agreement with Pluxee for purposes related to its business;

Agreement means an agreement concluded between Pluxee and the Client under the rules specified in these T&Cs, the subject of which is a certain amount of Pluxee eVoucher. Additional Services may also be provided under the Agreement;

Pluxee eVoucher or eVoucher means an eCode to which a specific monetary value is assigned, allowing a User who has received an Pluxee eVoucher from a Client for a specific reason to use the functionality of the Platform in the manner set forth in the Terms and Conditions for the End User, including making an Pluxee eVoucher Exchange. A Pluxee eVoucher is valid for

a specific period of time (i.e., each Pluxee eVoucher has an expiration date) and may be used within the limits of the monetary value assigned to it until the expiration date;

eCode means a unique 16-character access code in electronic form dedicated to each Pluxee eVoucher;

Pluxee eVoucher Exchange or Pluxee eVoucher Service means a service provided electronically under the rules specified in the Terms and Conditions for the End User, whereby the User is given the opportunity to exchange the monetary value granted to them under the Pluxee eVoucher for an eVoucher(s) to a specific Partner's retail network, through a dedicated Platform;

eVoucher means a voucher in electronic form to a specific Partner's network entitling the User to use it (receive a specific type of benefit on the territory of the Republic of Poland) in the manner and within the timeframe specified by the Partner in separate regulations, made available to the User prior to the Pluxee eVoucher Exchange;

Partner means a person or entity authorized to offer benefits to Users in the territory of the Republic of Poland, within the scope of its business activity, cooperating with Pluxee on the basis of a relevant agreement to offer its goods or services. Pluxee reserves that the list of Partners is subject to change;

Platform means the electronic platform operated by Pluxee at www.eVoucher.pluxee.pl.

End User or User means an individual, an organizational unit that does not have legal personality, which is granted legal capacity by law, or a legal entity that has received a Pluxee eVoucher from the Ordering Party for a specific reason, having the ability to exchange a Pluxee eVoucher through the Platform, under the rules specified in the Terms and Conditions for the End User;

Additional Services or Services means the additional services provided by the Service Provider to the Ordering Party, consisting of (i) the customisation of the Platform by displaying to the End User on the Platform the Ordering Party Name, Logotype, the reasons for the provision of Pluxee eVouchers by the Ordering Party, (ii) the modification of the Partner network catalogue (catalogue of available eVouchers) or (iii) the provision of Pluxee eVouchers to End Users directly by the Service Provider. Detailed rules for the provision of Additional Services are set out in these T&Cs. The Services can only be ordered via the Order Form;

Logotype means any graphic or graphic-word elements distinguishing the Ordering Party, including trademarks or service marks or other graphic materials that may be the subject of intellectual property rights, in particular materials constituting a 'work' as defined by the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2021, item 1062 as amended) or the subject of exclusive rights within the meaning of the Act of 30 June 2000 on Industrial Property Law (Journal of Laws of 2021, item 324 as amended), used in accordance with the rules described in these T&Cs;

Ordering Party Name	means a word identification that distinguishes the Ordering Party, including trademarks or service marks that may be the subject of intellectual property rights, in particular materials that constitute a 'work' within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2021, item 1062, as amended) or the subject of exclusive rights within the meaning of the Act of 30 June 2000 on Industrial Property Law (Journal of Laws of 2021, item 324, as amended), used on the principles described in these T&Cs;
T&Cs	mean these General Terms and Conditions between the Parties;
Account	means the Ordering Party's active account on the Website, established in accordance with the rules set forth in the Website Terms of Service;
Website Terms of Service	means the terms and conditions governing the use of the Website available at this link . Website Terms of Service are also available on the Website.
Terms and Conditions for the End User	means the terms and conditions governing the User's use of the Platform and the provision of electronic services by Pluxee, including the Pluxee eVoucher Service, available at this link . Terms and Conditions for the End User are also available on the Platform
Order Form	means the form through which the Client can place an order for Pluxee eVouchers, available at this link ;
Website	means the website available at pluxee.pl ;

Parties means Pluxee and the Ordering Party.

II. General provisions

1. These T&Cs apply to Agreements that are entered into by the Ordering Party with Pluxee for purposes related to the Ordering Party's business. Pursuant to the Agreement, Pluxee shall deliver to the Ordering Party the quantity of Pluxee eVouchers specified in the order, and the Ordering Party shall purchase the ordered Pluxee eVouchers and pay the agreed price. In the case that the Agreement also includes the provision of paid Additional Services, the Ordering Party shall also be obliged to pay the agreed fee for the provision of the selected Service.
2. Unless otherwise stipulated, the Agreement is concluded upon confirmation (acceptance for execution) by Pluxee of the order for Pluxee eVouchers (the Ordering Party's offer), placed by the Ordering Party through the Website or the Order Form sent to the Client Service Center at kontakt@pluxeegroup.com.
3. The provisions of these T&Cs shall take precedence over any other agreement of the Parties, unless the Ordering Party and Pluxee expressly, confirmed in writing, exclude particular editorial units of the provisions of these T&Cs. To the extent not governed by these T&Cs, the Website Terms of Service and the Terms and Conditions for the End User in the version in effect on the date of the Agreement shall apply accordingly.
4. In case of doubt, the provisions of these T&Cs shall be deemed to take precedence over all other templates, rules and regulations and other general terms and conditions of agreements, even if they are not explicitly mentioned or referred to by any of the Parties, from the moment the Client places an order.
5. Pluxee stipulates that it will not process orders placed by entities included in the sanction list under the decision of the Minister of Internal Affairs, issued on the basis of Article 3(1) of the Law of 13 April 2022 on special solutions

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for countering support for aggression against Ukraine and serving to protect national security.

III. Ordering through the Website

1. The Ordering Party orders Pluxee eVoucher(s) through the Website by completing a dedicated form. The condition for placing an order is to accept and comply with the rules of use of the Website as set out in the Website Terms of Service.
2. In order to place an order through the Website, you must:
 - a. fill out the order form indicating the number of Pluxee eVouchers ordered and the monetary value assigned to them (from among the available options);
 - b. enter invoice details;
 - c. enter the e-mail address and phone number to which the Pluxee eVoucher(s) should be delivered;
 - d. optionally log in to the Account;
 - e. validate the required fields marked with "*", in particular, declare that the Ordering Party has read and accepts the rules specified in these T&Cs, the Website Terms of Service and the Terms and Conditions for the End User, and is authorized to conclude the Agreement on behalf of the Client;
 - f. select the form of payment (depending on the selected method of payment, the Client may be redirected to the pages of a third-party payment service provider to make payment);
 - g. Click the "ORDER and PAY" button.
3. It is understood that the person placing the order on behalf of the Client is authorized to do so.
4. The order is confirmed by Pluxee by sending a confirmation of acceptance of the order for execution to the e-mail address provided by the Ordering Party in the course of placing the order, unless otherwise stipulated.

5. Unless otherwise stipulated, the Agreement shall be concluded upon confirmation (acceptance for execution) by Pluxee of the order for Pluxee eVoucher(s) [acceptance of the Ordering Party's offer].
6. Pluxee shall have the right to refuse an order for legitimate reasons, of which it shall inform the Ordering Party without undue delay. In the event of refusal of an order (an offer made under an order), the Agreement shall not be concluded, and Pluxee shall promptly, no later than within 14 days from the communication of the information referred to in the sentence above, refund to the Client the payment made by the latter.
7. Any changes to the submitted order regarding the monetary values assigned to the ordered Pluxee eVouchers or the number of ordered Pluxee eVouchers, may be made after prior contact with Pluxee (via e-mail sent to kontakt@pluxeegroup.com), only until the Ordering Party has paid for the order (paid the price).

IV. Ordering through the Order Form

1. Ordering Party orders Pluxee eVouchers and Additional Services through the Order Form by:
 - a. correct completion of the Order Form;
 - b. sending the completed Order Form to the Client Service Center at kontakt@pluxeegroup.com.
2. In order to place an order through the Order Form, the Client is obliged to:
 - a. indicate the Client's data (name, street, city, postal code, tax ID number, bank account number);
 - b. indicate the position of the person placing the order on behalf of the Client;
 - c. indicate the number of Pluxee eVouchers ordered and the monetary value assigned to them (from among the options available in the Order Form);
 - d. enter invoice details;
 - e. enter the e-mail address and phone number to which the Pluxee eVoucher(s) should be delivered;

- f. approve the required fields marked with "*", in particular, declare that the Ordering Party has read and accepts the rules specified in these T&C, the Website Terms of Service and the Terms and Conditions for the End User;
 - g. indicate the proposed date of delivery of Pluxee eVouchers (not earlier than after 3 working days counted from the date of confirmation of the order, subject to Section VI.1., 2nd sentence of these T&C);
 - h. indicate the proposed date from which the expiry date of Pluxee eVoucher(s) will be calculated, which shall not exceed 6 months from the date of ordering [i.e. the date from which the End User will be able to log in to the Platform and will be able to make the Pluxee eVoucher(s) Exchange, and from which the expiry date of Pluxee eVoucher(s) will be calculated].
3. Through the Order Form, the Client may also order the following Additional Services:
- a. the Service of displaying to the End User on the Platform for the validity period of Pluxee eVoucher(s) the Ordering Party Name and the reason for the provision of Pluxee eVoucher(s) by the Ordering Party, by making a statement (checking the dedicated checkbox in the Order Form) and then entering in the dedicated field the Ordering Part Name and the exact reason for the provision of Pluxee eVoucher(s);
 - b. the Service of displaying a Logotype to the End User on the Platform for the validity period of Pluxee eVoucher(s), by making a statement (checking the dedicated checkbox in the Order Form) and also attaching to the e-mail through which the Order Form will be sent, the Logotype in the form of a .jpg, .png, or .svg file with a minimum height (vertical) of 100px and a maximum file size of 100kB, without white margins (bleeds), on a transparent or white background. Adding a Logotype is subject to an additional fee;
 - c. the Service consists in modifying (limiting) the catalogue of eVouchers on the Platform, by ticking (checking) the dedicated checkbox in the Order Form (option *Limited version of the catalogue*), and then indicating in the

- tab *Modification of Partners' catalogue*, which brands are to be excluded from the catalogue of eVouchers offered to the End User. If the option mentioned above is not selected, it is assumed that the entire catalogue of eVouchers for which Pluxee eVouchers can be exchanged (i.e. to all Partner networks available at the time) is to display on the Platform. Modification (limitation) of the catalogue is subject to an additional fee;
- d. the Service of providing Pluxee eVoucher(s) directly to the End User by the Service Provider, by checking the dedicated checkbox in the Order Form, and then indicating in the Order Form in the *Shipping to Users* tab additional data (the End User's name, the End User's e-mail address or phone number, the monetary value of the Pluxee eVoucher assigned to the End User; providing the End User's name is not mandatory). Delivery of the Pluxee eVoucher directly to the End User by the Service Provider is subject to an additional fee.
4. It is assumed that the person placing the order on behalf of the Client is authorized to do so.
 5. The order is confirmed by Pluxee by sending a confirmation of acceptance of the order for execution to the e-mail address provided by the Ordering Party in the course of placing the order, unless otherwise stipulated.
 6. Unless otherwise stipulated, the Agreement shall be concluded upon confirmation (acceptance for execution) by Pluxee of the order for Pluxee eVoucher(s) and selected Additional Services [acceptance of the Ordering Party's offer].
 7. Pluxee shall have the right to refuse an order for legitimate reasons, of which it shall inform the Ordering Party without undue delay. In the event of refusal of an order (an offer made under an order), the Agreement shall not be concluded, and Pluxee shall promptly, no later than within 14 days from the communication of the information referred to in the sentence above, refund to the Client the payment made by the latter.
 8. Any changes to an order submitted under the terms described in this Section IV. may be made after prior contact with Pluxee (via email sent to

kontakt@pluxeegroup.com), only until the Ordering Party has paid for the order (payment for the Pluxee eVoucher(s) and selected Additional Services).

V. Payments

1. The Ordering Party selects the monetary value of a given Pluxee eVoucher when placing an order, to which a commission is added each time for Pluxee in the amount of 5% of the value of the selected Pluxee eVoucher, but not less than PLN 25 (the "Commission"), although the Parties may determine the amount of the Commission differently. The monetary value of the Pluxee eVoucher and the Commission together constitute the price to be paid by the Ordering Party. To the extent required by law, the monetary values comprising the price will include value added tax.
2. Detailed rules of payment for Pluxee eVouchers, including the method of payment of the price and payment of additional commission for the selected payment method ("Online Payment"; in case of placing an order via the Website), are defined by the Website Terms of Service (Section VII. "Payments"). In the case of the provision of services by a payment service provider, the rules of this service are further defined by separate regulations.
3. Unless otherwise agreed by the Parties, in the case that the Agreement also includes the provision of paid Additional Services, the Ordering Party shall also pay the following fee for the provision of the selected Service:
 - a. in the case of the Additional Service of displaying the Logotype to the End User on the Platform, a fee of PLN 2,000 net;
 - b. in the case of an Additional Service to modify (limit) the catalogue of eVouchers on the Platform, a fee of PLN 2,000 net;
 - c. in the case of an Additional Service consisting of the provision of Pluxee eVoucher(s) directly to the End User by the Service Provider a fee depending on the number of Pluxee eVouchers provided, in accordance with the table below:

Number of Users	Shipping fee to a certain number of Users
1-250	PLN 250 net
251-500	PLN 300 net
501-1000	PLN 400 net
1001-2000	PLN 600 net
2001-3000	PLN 800 net
above 3000	individual pricing

The fee will be increased by the value added tax due, in accordance with the applicable laws.

4. Once the order is completed, i.e. after all required payments have been made, the Ordering Party will receive the necessary accounting documents confirming the order. The Ordering Party agrees to receive the accounting documents via a message sent to the e-mail address indicated when placing the order.
5. The Parties agree that Pluxee shall not be obliged to refund payments made by the Ordering Party for ordered Pluxee eVouchers and Additional Services, in particular, in case the User does not use the Pluxee eVoucher Service as a result of:
 - a. the expiration date of the Pluxee eVoucher;
 - b. action by the End User in a manner contrary to the Terms and Conditions for the End User;
 - c. failure by the Ordering Party to download, save or lose the document containing the list of Pluxee eVouchers;
 - d. indication of incorrect User data, as referred to in Section IV.3.(d);
 - e. indication of User's data referred to in Section IV.3.(d); in a manner that prevents the delivery of Pluxee eVouchers;
 - f. indication of incorrect data referred to in Section IV.2.(h);

g. use of Pluxee eVoucher by an unauthorized person.

VI. Execution of the Agreement

1. Once the payment is credited by Pluxee, the standard order is automatically processed within 3 working days from the date of payment crediting. The Parties may agree on a different deadline for the execution of the order. Unless otherwise agreed, the execution of the order on the agreed date, other than the date referred to in sentence 1 above, will be possible only as a result of making (posting) the payment before the expiration of the agreed order execution date.
2. If Pluxee eVoucher(s) are to be provided to the Ordering Party, the Ordering Party will receive a link to download the document containing the Pluxee eVoucher or the list of Pluxee eVouchers (unique eCodes to which a certain monetary value is assigned) to the e-mail address provided during the ordering process, and a password to access the file download to the phone number. The document containing the Pluxee eVoucher or the list of Pluxee eVouchers is made available in .xls format (Excel file), in a way that makes it possible to download and save it.
3. The received link to the document is active for 7 days and can be downloaded only once. After the expiration of this period, the validity of the link will expire, making it impossible to download the document. The Ordering Party acknowledges that the document containing the list of Pluxee eVouchers can be transferred again only after contacting the Client Service Center via e-mail sent to kontakt@pluxeegroup.com or by phone at 22 535 14 14. The link to the document will not be transferred after the expiration date of Pluxee eVoucher(s).
4. If the Pluxee eVoucher(s) is to be provided (as part of a dedicated Additional Service) directly to the User, the Ordering Party will receive via e-mail sent to the e-mail address indicated in the Order Form:
 - a. confirmation (acceptance for execution) by Pluxee of the order for Pluxee eVoucher(s) and selected Additional Services;

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- b. once the payment has been credited by Pluxee, the delivery of Pluxee eVouchers directly to Users will be completed within the timeframe specified in the Order Form. If the delivery date specified in the Order Form expires before the payment is credited then Pluxee will complete the delivery within 3 business days of receiving the payment. Unless otherwise specified, receipt of payment is understood to be the moment when Pluxee's bank account is credited.
 - c. information that the order has been completed; the message will indicate a link to the Service through which the Ordering Party will receive a summary of the completion of the order, including the ability to download the delivery report in .xls format (Excel file); the password allowing access to the report will be provided via text message (SMS) to the phone number indicated by the Ordering Party in the Order Form. The provisions of Section VI.3. above shall apply accordingly.
5. The delivery report will include information related to the transfer of Pluxee eVouchers to the Users designated by the Ordering Party, in particular:
 - a. number of e-mails or SMS messages sent;
 - b. number of e-mails or SMS messages delivered;
 - c. number of e-mails or SMS messages that were not successfully delivered, as well as the reasons why the mailing was ineffective (provided Pluxee has such information);
 - d. e-mail addresses or telephone numbers indicated by the Ordering Party to which messages were not delivered (provided that Pluxee has such information).
6. The Ordering Party acknowledges that Pluxee will send (deliver) Pluxee eVoucher(s) on the order of the Ordering Party to the indicated e-mail address or telephone number of the End User only once. Any additional attempts to provide Pluxee eVoucher(s) to End Users shall be subject to additional fees and require separate arrangements by the Parties.
7. The Parties agree that:

- a. the Ordering Party Name and the reason for the provision of Pluxee eVouchers will be displayed to the End User after the End User logs into the Platform, in the form of dedicated text content;
 - b. the Logotype (in case the Ordering Party selects the Service in question), will be displayed to the End User after they log into the Platform (in the top menu bar);
 - c. Pluxee has the right to make changes to the list of Partners available to the End User (the above does not apply to Partners excluded by the Ordering Party under the dedicated Additional Service).
8. Unless otherwise agreed by the Parties, the validity period of Pluxee eVoucher is one year (12 months) and is calculated from the date of Pluxee's transfer (sending) of Pluxee eVoucher(s) to the Ordering Party or End User (in case of selection of an Additional Service dedicated for this purpose). Unless caused by Pluxee's wilful misconduct, the failure to successfully deliver the Pluxee eVoucher(s) to the Ordering Party or End User shall not affect the expiration date of the Pluxee eVoucher.
9. The rules for the Pluxee eVoucher Exchange are set forth in the Terms and Conditions for the End User.

VII. Obligations of the Parties

1. Pluxee agrees to provide Pluxee eVouchers of the value and in the quantity indicated in the Client's order and to provide Additional Services as indicated in Section VI. of these T&C, unless otherwise agreed.
2. The Ordering Party is obliged:
 - a. to make payment [payment of the price for the Pluxee eVoucher(s) and fee for selected Additional Services];
 - b. to comply with the provisions of these T&Cs and the Website Terms of Service;
 - c. to make the Terms and Conditions for End Users available to the End User, and inform the End User of the expiration date of the Pluxee eVoucher(s);

- d. not to provide Pluxee eVoucher(s) to politically exposed persons as defined in Article 2(2) of the Act of 1 March 2018 on Prevention of Money Laundering and Financing of Terrorism (Journal of Laws 2022, item 593, as amended);
- e. to keep the Pluxee eVoucher (unique eCode) confidential and make it available only to the User for whom it is intended;
- f. fulfil the obligations referred to in Section XII. ("Personal Data").

VIII. Intellectual property law

1. In the case of placing an order in the manner described in Section IV. ("Ordering through the Order Form"), the Ordering Party has the option to provide the Ordering Party Name and Logotype to be displayed to the End User under the rules of these T&Cs.
2. Completion of the Order Form in the manner described in Section IV.2. and IV.3., in particular in Section IV.3. a) and b), shall be tantamount to the Ordering Party making the declarations referred to in Section VIII.3., as well as granting a worldwide, royalty-free license, under the terms of Section VIII.4.
3. The Ordering Party declares that:
 - a. have rights to the Ordering Party Name or Logotype, including intellectual property rights (when the Ordering Party's Name or Logotype is subject to such rights);
 - b. the Ordering Party Name or Logotype does not violate any rights or property of third parties, in particular, the use of the Ordering Party Name or Logotype does not constitute an act of unfair competition;
 - c. in relation to the Ordering Party Name or Logotype, there are no grounds for third parties to claim their rights, including intellectual property rights.
4. The Ordering Party grants Pluxee a non-exclusive license permitting the use of the Ordering Party's Name or Logotype in the following fields of exploitation:

- a. to the extent of fixation and reproduction of the Ordering Party Name or Logotype, including, but not limited to, production by digital techniques and on magnetic, optical and electronic media and in any digital recording format, i.e. to the extent necessary for the dissemination of the Ordering Party Name and/or Logotype described in Section VIII.4.(b) below;
- b. to the extent of dissemination of the Ordering Party Name or Logotype, through display, reproduction, as well as public access to the Ordering Party Name or Logotype via the Platform, in particular in such a way that the End User can access them after logging in to the Platform.

The license is granted in connection with the concluded Agreement and expires 1 month after the expiration date of the last Pluxee eVoucher ordered by the Ordering Party (covered by the order for which the Ordering Party granted the licence to Pluxee).

5. In the event that authorized third parties make claims against Pluxee in connection with Pluxee's use of the Ordering Party Name or Logotype, the Ordering Party shall indemnify Pluxee against third party claims or compensate Pluxee for damages incurred as a result of Pluxee having to settle third party claims in full, including reasonable legal costs needed to preserve Pluxee rights.

IX. Liability

1. Pluxee's liability shall be limited to providing the Ordering Party with the Pluxee eVoucher(s) and Additional Services in accordance with the Agreement, as well as ensuring the proper functioning of the Platform, in such a way that the Pluxee eVoucher Exchange can be completed within the validity period of the Pluxee eVoucher.
2. The Ordering Party is solely responsible for the data provided to Pluxee in connection with the Agreement, in particular the User's data for which the

- Pluxee eVoucher is to be delivered. Pluxee shall not be liable for any damage caused by incorrect or inaccurate information provided by the Ordering Party.
3. Pluxee shall not be liable for any lost profits, indirect or consequential damages that may arise in connection with the use of the Pluxee eVoucher(s) and Additional Services, unless otherwise provided by applicable laws. In particular, Pluxee shall not be liable for:
 - a. decisions or actions taken by the Ordering Party or the User, in particular the manner in which Pluxee eVouchers are used or the suitability of Pluxee eVouchers for specific purposes;
 - b. damage resulting from incorrect, erroneous or false data provided by the Ordering Party or the User;
 - c. non-receipt or loss of Pluxee eVouchers by the Ordering Party or User due to equipment or system failure or other circumstances for reasons beyond Pluxee's control;
 - d. use of the Pluxee eVoucher by a person not authorized to do so. It is assumed that the person making the Pluxee eVoucher Exchange is the person authorized to do so.
 4. Pluxee shall not be liable for any malfunction of the Platform resulting from force majeure, acts of third parties (e.g., hacking attack) or acts or omissions of the Ordering Party or the User (e.g., not having the software to enable the Pluxee Voucher Exchange, inadequate security of access to the codes by unauthorized persons).
 5. Pluxee is not responsible for the redemption of eVouchers in the Partner's network. In this respect, the entity responsible is the specific Partner providing the service on the basis of the eVoucher presented.
 6. Subject to mandatory provisions of law, to the maximum extent permitted by law, the liability of the Service Provider for damages caused to the User shall be limited to the amount that such Ordering Party paid to the Service Provider the purchase of Pluxee eVouchers and Additional Services.

ii.

X. Complaint

1. If an order is found to be inconsistent with the Pluxee eVouchers received (incorrect number of Pluxee eVouchers or incorrect monetary value assigned to an Pluxee eVoucher) or Services provided, the Client has the right to file a complaint via e-mail to kontakt@pluxeegroup.com, using the e-mail address associated with the order.
2. The complaint will be processed within 14 working days from the date of submission by the Client.
3. If the complaint is accepted (regarding Pluxee eVouchers), Pluxee will promptly, no later than within 3 business days, provide a link to the document containing Pluxee eVoucher(s) to the extent that the order was found to be non-compliant. The Parties may agree on a different way of retransmitting the Pluxee eVoucher(s).
4. In particularly complicated cases, which make it impossible to consider the complaint and provide an answer within the time limit referred to in Section X.3. above, Pluxee will send information on the reason why the complaint cannot be considered within this time limit. In such a case, the complaint will be answered no later than within 30 days of receipt.

XI. Withdrawal from the Agreement

1. The Ordering Party shall not be entitled to withdraw from the Agreement, subject to Sections XI.2. and XI.3. below.
2. In the case of the Ordering Party referred to in Article 38a of the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2020, item 287, as amended), the statutory right to withdraw from the agreement does not apply to agreements for the supply of digital content that is not recorded on a tangible medium, if the performance has begun with the express consent of the subject before the expiration of the deadline for withdrawal from the agreement and informing him by the entrepreneur of the loss of this right [Article 38(13) of the Act on Consumer Rights]. In the case of Additional

Services, the right of withdrawal does not apply to agreement for the provision of services, if the entrepreneur has performed the service in full with the express consent of the subject, who was informed before the performance began, that after the performance by the entrepreneur will lose the right to withdraw from the contract [Article 38(1) of the Act on Consumer Rights].

3. When placing an order, the Ordering Party, referred to in Section XI.2. above, declares that the Client agrees to forfeit the right to withdraw from the Agreement by ticking the checkbox with the following content: "I declare that I agree that Pluxee will deliver the Pluxee eVoucher(s) or Additional Services of my choice within the timeframe entitling me to withdraw from the Agreement. I acknowledge that this may entail the forfeiture of my right to withdraw under Articles 38(1) and (13) of the Act on Consumer Rights."
4. No provision of these T&C shall limit the rights of the Ordering Party referred to in Section XI.2. above under the Act on Consumer Rights. Until the delivery of the Pluxee eVoucher(s) or when the provision of the Pluxee eVoucher(s) is to commence after the expiry of the statutory deadline for withdrawal from the Agreement, the Ordering Party may withdraw from the Agreement on the general principles resulting from the Act on Consumer Rights by sending a statement of withdrawal to kontakt@pluxeegroup.com. In the case of an Additional Service that is not performed in full before the expiry of the withdrawal period, the Ordering Party referred to in Section XI.2. above may withdraw from the Agreement within the statutory period resulting from Article 27 of the Act on Consumer Rights. In such a case, however, the Ordering Party shall be obliged to pay for the performance performed until the withdrawal from the Agreement [concerns the Additional Services referred to in Sections IV.3.(a-c)].
5. In the event of failure to make payment in full within the period specified in the Agreement, the Agreement shall expire (become null and void). Unless otherwise agreed or the provisions of these T&Cs provide otherwise, payment of the price (fee) shall be made within 7 days from the date of order.

XII. Personal Data

1. The controller of the personal data of the Ordering Party or persons representing the Ordering Party and contact persons on the Ordering Party's side is Pluxee. Detailed information regarding the processing of the Ordering Party's personal data can be found in the information clause, which is attached as Annex No. 1 to these T&Cs. The Ordering Party undertakes to communicate the contents of Pluxee's information clause to the persons indicated above.
2. In the scope of activities carried out on behalf of the Ordering Party specified in Sections VI.4.-VI.6. (delivery of Pluxee eVouchers to specific e-mail addresses or telephone numbers), the controller of personal data of potential End Users is the Ordering Party, which entrusts Pluxee with the dispatch (transfer) of Pluxee eVouchers to specific persons. The rules for entrusting the processing of personal data in the above scope shall be defined by the Parties in the agreement on entrustment of personal data processing. The sample of the agreement on entrustment of personal data processing is attached as Annex No. 2 to these T&C. With regard to the activities performed on behalf of the Ordering Party, as specified in Sections VI.4.-VI.6., the Ordering Party shall be obliged to conclude an appropriate agreement on entrustment of personal data processing with Pluxee.

XIII. Final provisions

1. Any disputes arising out of or relating to the subject matter of these T&Cs shall be finally settled by the courts having jurisdiction over the seat of Pluxee.
2. Legal relations arising from these T&Cs shall be governed by the laws of the Republic of Poland.
3. If any provisions of the T&Cs are found to be invalid, this shall not affect the validity of the remaining provisions. The Parties shall replace the invalid

provision with a valid and enforceable provision that reflects the intention of the Parties to the maximum extent possible.

4. Unless otherwise agreed by the Parties, the Polish language version of the T&Cs shall prevail in case of any doubt of interpretation. Any translation of these T&Cs shall not be binding on Pluxee.
5. The T&Cs will be made available on the Website, in a manner that allows the Ordering Party to obtain, reproduce and record its contents.
6. These T&Cs shall come into force as of 26.09.2023 r.

Annex No. 1 Information clause on the processing of personal data of the Ordering Party, representatives and contact persons on the side of the Ordering Party

The controller of your personal data is Pluxee Polska sp. z o. o. with its registered office in Warsaw, 53 Rzymowskiego Street, 02-697 Warsaw ("Pluxee"). Contact details of the Data Protection Officer: privacy.pl@pluxeegroup.com. Your data will be processed for purposes:

- a. to enter into an agreement with the entity you represent (in the case of persons representing a Client) and to contact you on ongoing business matters, including the execution of an agreement between Pluxee and your employer/entity you represent, to provide offers, to receive orders, to answer questions. The legal basis for data processing is our legitimate interest in being able to contact our clients (including their employees/co-workers) on an ongoing basis;
- b. execution of the agreement concluded with the Client, securing possible claims and defense against claims [the legal basis for data processing is Article 6(1)(b) of the GDPR (necessity of data processing for the purpose of concluding and performing the agreement), when the person filling in the order form is the Client, or Article 6(1)(f) of the GDPR, i.e. Pluxee's legitimate interest, when the person filling in the form is a person other than the Client];
- c. processing of potential complaints [the legal basis for data processing is the pursuit of Pluxee's legitimate interest in handling complaints processes – Article 6(1)(f) of the GDPR];
- d. and for Pluxee's marketing purposes [the legal basis for data processing is the pursuit of Pluxee's legitimate interests in the form of marketing Pluxee's products and services – Article 6(1)(f) of the GDPR, including through profiling].

Pluxee uses profiling by conducting statistics and analysis of your behaviours and preferences related to your purchase or use of Pluxee products and services in order to better match your expectations of the products and services offered. As a result of profiling performed by Pluxee, you will receive information about products and services better suited to your preferences. Only if you have given your express consent will Pluxee process your personal data for the purpose of profiling, which will result in automatic decisions that are relevant to you, e.g. the granting of discounts or special offers [the basis for data processing is your consent – Article 6(1)(a) of the GDPR. In this respect, in order to protect your rights and freedoms, you have the right to express your position and to challenge the profiling decision taken decision]. Your provision of personal data is voluntary. The consequence of failing to provide data will be that we will not be able to inform you about Pluxee's products and services. Your data may be transferred to the entities providing IT maintenance services to us, services of telemarketing services and to entities that prepare and execute the sending of e-mails for us. We will process your personal data until you may object to the processing of your data or - revoke your consent, and thereafter only for the purposes and for the period and to the extent required by law or for the safeguarding of possible claims. You can request access to your personal data, rectification, erasure or restriction of processing. You have the right to object to processing - including profiling. You also have the right to portability of your data and the right to withdraw your consent at any time, which will not affect the lawfulness of the processing carried out by Pluxee before its withdrawal, and you have the right to lodge a complaint with a supervisory authority (the President of the Protection of Personal Data Office). We will not transfer your data to third countries. If your consent is the basis for the processing of your personal data, you have the right to withdraw it at any time without affecting the lawfulness of the processing carried out before the withdrawal.

Annex No. 2 Sample Agreement on Entrustment of Personal Data Processing

concluded at _____ on _____

between: _____ with its registered office in _____ (____-____) at _____, entered in the Register of Entrepreneurs kept by the District Court _____, ____ Commercial Division of the National Court Register (KRS) under number _____, having Tax Identification Number (NIP) _____, REGON number _____, e-mail address: _____, represented in accordance with the method of representation disclosed in the National Court Register by:

_____ - _____, and

_____ - _____

hereinafter referred to as: the Controller/Client

and

Pluxee Polska sp. z o. o. with its registered office in Warsaw, 53 Rzymowskiego St., 02-697 Warsaw, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register (KRS) under number 0000033826, having Tax Identification Number (NIP) 522-23-57-343, e-mail address number: kontakt@pluxeegroup.com represented in accordance with the power of attorney by:

Piotr Kaczmarek – Sales Director

or

Grzegorz Biekionis – Chief Financial Officer

or

Karol Kamas – Director of Marketing and Development

hereinafter referred to as: the Contractor.

§ 1. GENERAL PROVISIONS

Capitalized terms shall have the meaning given to them in the Master Agreement, Purchase Order or established cooperation, unless otherwise stated in the body of this Agreement. Terms used in this Agreement shall mean:

- 1) Controller - the Client who has entered into an agreement with Pluxee and, within the framework of the established cooperation, remains the controller of the personal data that it entrusts to Pluxee for processing;
- 2) Agreement - this agreement, which constitutes the terms and conditions of the Controller's entrustment of personal data to Pluxee;
- 3) Master Agreement - an agreement between Pluxee and the Controller under the terms of the General Terms and Conditions (T&Cs), the subject of which is a certain number of Open eVouchers Pluxee. Additional services may also be provided to the Controller under the Master Agreement;
- 4) Party - individually Controller or Pluxee;
- 5) GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016. (General Data Protection Regulation).

All other terms used in this Agreement shall have the meaning ascribed to them in generally applicable laws, in particular the GDPR.

§ 2. STATEMENTS

1. The Controller acknowledges that:

- 1.1. is the controller of the personal data of the data subjects, as detailed in Annex No. 1 to the Agreement, hereinafter "Personal Data".

- 1.2. The personal data referred to in the preceding sentence were collected in accordance with the relevant generally applicable laws and may be entrusted for processing.
2. The Controller hereby entrusts Pluxee with the processing of the Personal Data specified in Annex No. 1 to the Agreement.
3. Pluxee declares that it will provide sufficient guarantees for the implementation of appropriate technical and organizational measures to ensure that the processing of the entrusted Personal Data meets the requirements provided by law and protects the rights of the data subjects.
4. Pluxee undertakes to process Personal Data in a manner that ensures an adequate degree of security, corresponding to the risks involved in the processing of Personal Data, including but not limited to the measures referred to in Article 32 of the GDPR, if applicable.
5. Pluxee undertakes to process the entrusted Personal Data only for the purpose of performing the Agreement and the Master Agreement concluded with the Controller to the extent that the activities specified in the Master Agreement are carried out by Pluxee on behalf of the Controller and only to the extent specified in Annex No. 1 to the Agreement.
6. Pluxee undertakes to process Personal Data only for the time necessary for the performance of the concluded Agreement.
 - 6.1. Subject to Section 6.2., upon termination of the processing of Personal Data, Pluxee shall delete the Personal Data entrusted to it and destroy any copies on which the data was recorded, unless the Controller, within 14 (in words: fourteen) days after termination or expiration of the Agreement, requests to receive the return of the entrusted Personal Data.
 - 6.2. Section 6.1. does not apply when generally applicable law prescribes the storage of Personal Data.

6.3. The return or deletion of Personal Data, at the request of the Controller (presented within the time limit referred to in Section 6.1. above), may be confirmed by a return protocol.

§ 3. PROCESSING RULES

1. Pluxee agrees to use the entrusted Personal Data for the purpose, scope and terms set forth in this Agreement, GDPR and other generally applicable laws.
2. The entrusted Personal Data will be processed continuously during the execution of this Agreement.
3. During the processing of Personal Data, the Parties undertake to cooperate in the processing of the entrusted Personal Data, including informing each other of any circumstances that have or may have an impact on the performance of their obligations, and Pluxee undertakes to comply with the Controller's instructions and recommendations regarding the entrusted Personal Data.
4. Any further instructions or orders of the Controller must be addressed to Pluxee in writing or in electronic form (e-mail messages), to the mailing address specified in the Agreement's presentation of the Parties, or to the e-mail address: kontakt@pluxeegroup.com, or else the command or instruction will be deemed null and void.
 - 4.1. Commands addressed in writing are effective as of the date of delivery of Pluxee correspondence.
 - 4.2. Instructions directed electronically must be accompanied by an electronic request for acknowledgment of receipt and delivery, and in the absence of functionality to request automatic acknowledgments of receipt and delivery, their receipt will be acknowledged by Pluxee. A command or instruction becomes effective when Pluxee acknowledges its receipt.

5. Pluxee undertakes, to the extent possible given the nature of the processing, through appropriate technical and organizational measures, to assist the Controller in fulfilling its obligation to respond to requests from data subjects in exercising their rights under generally applicable law.
6. Taking into account the nature of the processing and the information available to Pluxee, Pluxee also undertakes to assist the Controller in carrying out the Controller's duties of securing the data, reporting violations to the supervisory authority, notifying the data subject of a Personal Data breach, performing a data protection impact assessment, and consulting in connection with planned processing that may carry a high risk of violating the rights or freedoms of data subjects.
7. Pluxee undertakes to apply technical and organizational measures to adequately - appropriate to the risks and categories of Personal Data processed - secure them, so as to ensure a degree of security corresponding to the risk of infringement of the rights or freedoms of individuals. In particular, it undertakes to secure the entrusted Personal Data against their access to unauthorized persons, taking by an unauthorized person, processing in violation of the GDPR and other generally applicable laws, and alteration, loss, damage or destruction.
8. Pluxee, upon discovering a breach of Personal Data protection, shall report it to the Controller without undue delay, no longer than within 48 hours.
9. The Controller shall have the right to conduct inspections, audits including inspections of Pluxee's compliance with the processing of entrusted Personal Data on the following terms:
 - 9.1. The Controller will notify Pluxee at least fourteen days in advance of conducting an inspection or audit of the intended date of the inspection or audit. In this notification, the Controller will also indicate the persons

authorized to conduct the inspection or audit on its behalf and the approximate time it intends to allocate for conducting the activities.

- 9.2. In the event that there are any obstacles preventing or hindering the conduct of the inspection or audit on the date indicated, the Parties shall jointly agree on another date for the inspection or audit.
- 9.3. The Controller agrees not to conduct audits with the assistance of auditors or entities whose activities remain competitive with Pluxee's business. In the event that Pluxee finds the indicated circumstance, Pluxee may discontinue the ongoing audit, and the Controller shall be obliged to compensate Pluxee for any damages, including those related to the disclosure of confidential information.
- 9.4. Representatives of the Controller are authorized to: enter the premises where entrusted Personal Data is processed; during Pluxee's business hours; request Pluxee to provide information related to the processing of Personal Data.
- 9.5. In any case, inspection may be exercised by the Controller only to the extent relating to Personal Data that has been entrusted to Pluxee by the Controller, without prejudice to the Controller's business secrets and confidential information belonging to third parties.
- 9.6. The Controller shall make available to Pluxee a copy of the report or other document summarizing the inspection or audit conducted.
- 9.7. After the inspection, the Controller may address post-inspection requests to Pluxee, in writing, under pain of nullity, in which the Controller will indicate if any irregularities are detected and call for their removal within a specified period, not shorter than 7 days.

10. Pluxee may not further entrust the processing of Personal Data, without the prior consent of the Controller, expressed at least in documentary form.

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Pluxee Polska Sp. z o.o. ul. Wincentego Rzymowskiego 53, 02-697 Warszawa
Sąd Rejonowy dla m. st. Warszawy w Warszawie, XIII Wydział Gospodarczy Krajowego Rejestru Sądowego,
Kapitał Zakładowy 3 000 000 PLN, KRS: 0000033826, NIP: 522-23-57-343

11. The Controller hereby consents to Pluxee's further entrustment of Personal Data to the entities listed in Annex No. 2 to the Agreement.
12. The Controller hereby agrees to further entrust Personal Data also to entities other than those listed in Annex No. 2 to the Agreement under the following conditions:
 - 12.1. in the event of an intended change to the list of entities indicated in Annex No. 2, Pluxee shall inform the Controller of its desire to make such a change 7 days prior to the change, and the Controller, within 7 days of receiving the information, may object to such changes, in which it shall explain the grounds for not accepting the entrustment of Personal Data processing to the new entity.
 - 12.2. The transfer of entrusted data to a third country may only take place upon written command of the Controller, unless such obligation is imposed on Pluxee by European Union law or the law of a Member State to which Pluxee is subject. In such a case, Pluxee shall inform the Controller of this legal obligation before the processing begins, unless such law prohibits such information on the grounds of important public interest.
 - 12.3. In the event that Pluxee further entrusts the processing of Personal Data to another entity, the same obligations for the protection of Personal Data as set forth herein shall be imposed on such other processor by means of an agreement entered into with such entity, including in particular the obligation to provide sufficient guarantees for the implementation of appropriate technical and organizational measures for the protection of Personal Data.
13. Pluxee shall be liable for damages caused by processing only if it has failed to comply with the obligations imposed by generally applicable laws, or if it has acted contrary to or against the instructions of the Controller.

14. Pluxee shall not be liable for any damage caused as a result of following the instructions and commands of the Controller in the processing of the Personal Data entrusted to it.
15. Pluxee will promptly inform the Controller if, in its opinion, the command or instruction given to it constitutes a violation of the provisions of the GDPR or other laws of the European Union or a Member State.
16. If the Controller, informed of the inconsistency of a command or instruction with generally applicable laws, insists on carrying out the instruction, Pluxee shall have the right to refuse to carry out the instruction or to comply with the instructions referred to above, without incurring any consequences for doing so.

§ 4. FINAL PROVISIONS

1. The Parties undertake to keep confidential any information concerning the other Party or the business conducted by it, which comes into its possession in connection with the entrustment of Personal Data, during its processing, as well as indefinitely after its processing is completed.
2. Pluxee undertakes to keep the entrusted Personal Data confidential. Persons processing the Personal Data entrusted by the Controller on behalf of Pluxee shall be obliged to keep the entrusted Personal Data and the means of securing them confidential by making an appropriate declaration before being allowed to process them.
3. The Agreement supersedes any other arrangements stipulated between the Parties with respect to the processing of Personal Data.
4. In all matters not covered by this Agreement, the provisions of the concluded agreement or order and generally applicable laws shall apply accordingly.

5. Pluxee has the right to change the content and provisions of the Agreement at any time. Information about the change in the provisions of the Agreement will be provided 14 days before the new version of the Agreement comes into effect.
6. The Client has the right to terminate the concluded Agreement or established cooperation within 7 days of the presentation of changes, if they do not accept the new version of the Agreement.
7. The contact person on the part of the Client in matters of entrusting Personal Data for processing is:

(name:), contact information: e-mail address:, contact phone no: or Data Protection Officer (if appointed by the Client).
8. The contact person on the part of Pluxee in matters of entrustment of Personal Data except for the cases specified in the Section 3(4) of this Agreement is the Data Protection Officer. Data Protection Officer of the Contractor (Pluxee Polska Sp. z o.o.): privacy.pl@pluxeegroup.com

ANNEXES:

Annex No. 1 to the Agreement – Category and scope of entrusted Personal Data

Annex No. 2 – List of further Pluxee processors

Annex No. 1 to the AGREEMENT

SCOPE AND TYPE OF PERSONAL DATA ENTRUSTED

Categories of data subjects:	Type of Personal Data entrusted for processing:
Potential Platform Users to whom the Controller orders Pluxee to transfer (send) Pluxee eVouchers.	Ordinary data: e.g. first name(s), last name, e-mail address, cell phone number

Annex No. 2 to the Agreement

LIST OF FURTHER PROCESSORS

1. Vercom S.A., Bałtyk Poznań, 22 Roosevelta St., 60-829 Poznań, NIP: 781-17-65-125, REGON number 300061423, National Court Register (KRS) number: 0000535618, District Court Poznań Nowe Miasto and Wilda, VIII Commercial Division, Share capital: PLN 289,414 fully paid up.