

TERMS OF USE OF THE B2B PORTAL

Definitions

1. The following terms are defined:
 - a. **Preventive Examinations** – examinations of the Employees in the field of occupational medicine, referred to in Article 229 § 1, 2 and 5 of the Labour Code and in the Regulation.
 - b. **Declaration** – the document titled “Declaration on Changing Client Data” that constitutes, among others, the basis for granting the User Administrator rights to the Portal within the scope of the rights of the User Administrator.
 - c. **Occupational Medicine e-Referral** – a referral for Preventive Examinations issued in electronic form for the Employees by the User Administrator or by the Client via the Portal.
 - d. **Electronic Invoice** – an invoice, corrective invoice or duplicate of an invoice issued by LUX MED under the Agreement in electronic format.
 - e. **Employee Group** – a group of Employees selected by the Client, who have the right to select Packages on the same price terms, as specified by the Client, as part of Self-Registration.
 - f. **Client (Business Partner)** – the other party of the Agreement concluded with LUX MED, that was granted the right to use the Portal under that Agreement.
 - g. **Access Code** – a code generated in the Portal, assigned to a specific Employee Group, enabling the Employees within a given Employee Group to use Self-Registration with the scope of rights assigned to the appropriate Employee Group.
 - h. **Labour Code** – the Act of 26 June 1974 – Labour Code in its current wording.
 - i. **User Administrator Account** – individual access to the Portal granted to the User Administrator.
 - j. **User Account** – individual access to the Portal granted to Users which give them the right to use the Portal’s functionalities via the User Account.
 - k. **LUX MED** – LUX MED spółka z ograniczoną odpowiedzialnością with its registered seat in Warsaw (address: ul. Szturmowa 2; 02-678 Warsaw), entered into the register of entrepreneurs of the National Court Register maintained by the Regional Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under KRS number: 0000265353, using tax ID number (NIP): 5272523080 and statistical ID number (REGON): 140723603, with share capital of PLN 676,123,500.00.
 - l. **LUX MED Benefit** – LUX MED Benefit Sp. z o.o. with its registered seat in Warsaw (address: ul. Szturmowa 2; 02-678 Warsaw), entered into the register of entrepreneurs of the National Court Register maintained by the Regional Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS number: 0000740627, using tax ID number (NIP) 52113834370 and statistical ID number (REGON): 380795344, with share capital of PLN 4,196,000.
 - m. **MFA** – multi-factor authentication when Clients log into the Portal.
 - n. **Carrotspot Module** – the Carrotspot benefit platform owned by LUX MED Benefit Sp. z o.o., which has been made available to LUX MED Clients under the Agreement for the purpose of updating the list of persons eligible for care.
 - o. **Package** – scope of health services specified in the Agreement to which a given eligible person is entitled, along with the conditions for their provision.
 - p. **Subsidiary** – Client’s Units defined in the Agreement.
 - q. **Portal** – an application with functionalities defined herein that is made available to Clients and their representatives in connection with the performance of the Agreement.
 - r. **Employee** – a natural person who has concluded a contract of employment with the Client, or has been appointed, selected, designated by the Client, or has concluded a civil law contract with the Client, under which the said natural person works for or delivers services to the Client, or a natural person who is a member of a body in a legal entity who is the Client, and whose name was entered by the Client into the List of persons eligible to receive Health Services under the Package intended for the Client’s Employees;
 - s. **Terms of use** – these Terms of Use regulating access to the Portal.
 - t. **Regulation** – the Regulation of the Minister of Health and Social Policy of 30 May 1996 on conducting medical examinations of employees, the scope of preventive health care for employees and medical certificates issued for the purposes provided for in the Labour Code in its current wording.
 - u. **GDPR** – the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
 - v. **Self-Registration** – a service which allows Employees to co-create drafts of Lists using the applications made available by LUX MED, including:
 - the Employee’s first registration as an Eligible Person along with Eligible Persons assigned to this Employee (entering personal data; Package selection);
 - registering a new Eligible Person or removing the Eligible Person assigned to the Employee;

- registering a change to the Employee's or Eligible Person's Package assigned to this Employee.
 - registering a termination of the Employee's Package together with Eligible Persons assigned to this Employee.
- w. **Position template** – a template of a current work position defined in the Portal by the User, specifying: Name of the work position, Description of the work position, Exposures and optionally Scope of activities associated with the risk of transmitting an infection to others.
 - x. **Agreement** – the agreement on the provision of health services, including occupational medicine services, where LUX MED is one of the parties.
 - y. **Rights** – scope of privileges made available to the User and the scope of information to which the User will have access in accordance with the rights granted to him/her by the User Administrator.
 - z. **User** – the Client's representative who was granted access to the User Account, authorised to use the Portal within the scope of his/her Rights specified by the User Administrator.
 - aa. **User Administrator** – the Client's representative who was indicated by the Client in the Declaration or who was granted the rights of User Administrator as a result of being granted these Rights by another User Administrator.
 - bb. **Carrotspot User Administrator** – the Client's representative who manages the Carrotspot platform on behalf of the Client, using the available functions, who was indicated by the Client or obtained the rights of Carrotspot User Administrator as a result of being granted these Rights by another Carrotspot User Administrator.
 - cc. **Carrotspot User** – the Client's Employee who has an account on the Carrotspot platform and can register for Packages under the Carrotspot Organisational Unit indicated by the Administrator.
2. Subject to the section above, capitalised terms in the Terms of Use have the meaning as specified in the Agreement.

General provisions

1. The Terms of Use specify the terms and conditions of using the Portal administered by LUX MED.
2. The Portal enables the User Administrator and Users to do the following within the scope of their Rights:
 - a. Update the lists of eligible persons or
 - b. Issue Occupational Medicine e-Referrals using a secure electronic signature verified by a valid qualified certificate
 - c. Manage Accounts and Rights of Users
 - d. Read the contents of Electronic Invoices
 - e. Read the contents of the specification for VAT invoices.
3. The Portal is owned by LUX MED.

4. The Client can use the Portal only after having accepted the terms specified in the Terms of Use and indicating at least one User Administrator.
5. The User Administrator or the User can use the Portal only after having accepted the terms specified in the Terms of Use.
6. The minimal technical requirements of a computer system which the User Administrator or the User intends to use to access the Portal are as follows:
 - a. Internet access,
 - b. Browser:
 - i. Mozilla Firefox 70.0 or higher,
 - ii. Google Chrome 78.0 or higher,
 - iii. Microsoft Edge 79 or higher,
 - iv. enabled Cookies,
 - v. enabled JavaScript,
 - vi. enabled frames,
7. The use of an electronic signature requires installing software of the electronic signature provider; the list of supported browsers may be limited by the electronic signature provider. The current information on the technical requirements for functionalities supporting the use of electronic signatures is available in the Technical Manual on the Portal in the Help Module.
8. LUX MED bears no responsibility for any technical problems or limitations of the computer hardware used by the User Administrator or the User preventing the User Administrator or the User from using the Portal.
9. Occupational Medicine e-Referrals, i.e. electronic documents generated via the Portal and signed with an electronic signature, constitute an equivalent to a referral specified in § 4 of the Regulation.
10. Issuance of the Occupational Medicine e-Referral does not exempt the Client from the obligation referred to in § 4 sect. 1a of the Regulation.

Access to the Portal

1. To access the Portal, the User Administrator or the User has to log in to the Portal using their Account.
2. If the Client uses the MFA functionality, the logging in will require further authorisation using a code sent to the User's or User Administrator's e-mail address.
3. An individual Account is created for every User Administrator to allow their use of the Portal. The Account is created by LUX MED immediately after the Client provides a signed Agreement and indicated the User Administrator's data.
4. The User Account is created by the User Administrator via the Portal.
5. The User Administrator Account is activated by way of a link sent to the e-mail address indicated by the Client in the Declaration or to the e-mail address indicated by another User Administrator in the Portal.

6. The User Administrator Account is activated by way of a link sent to the e-mail address indicated by the User Administrator in the Account.
7. When logging in for the first time, the User Administrator or the User enters an individual alphanumeric password made up of at least 12 characters, including at least 1 number, 1 special character and at least 1 upper-case letter. Users are obliged to change their passwords regularly. Each password is valid for 90 days, after this date, when trying to log in to the Portal, the User will be required to change the password first. The new password cannot be identical to the 5 previously used ones.
8. In the situation when a request for creating a new Account is made, but the User Administrator or the User already has at least one Account, LUX MED will not create a new Account, but instead it will expand the scope of Rights of the given User Administrator or Administrator, under the condition that the request for creating a new Account for the User Administrator or the User indicates the existing e-mail address of the User Administrator or the User.
9. During the registration process which leads to activation of the Account, User Administrators or the Users declare to have read and accepted the Terms of Use.
10. To log in to the Portal, it is always necessary to enter the login and the password set by the User Administrator or the User. If the login or password is entered incorrectly three times, access to the Portal is blocked. To restore access to the Portal, a LUX MED representative must be notified.
11. In the event the password is lost, it must be changed individually by using the "Reset password" function available on the Portal.
12. The password can be changed or a new password can be set after the current password has been entered.
13. User Administrators and Users have access to data regarding the Client on the Portal throughout the term of the Agreement. Upon the Client's request, LUX MED may make the Portal available to the Client prior to the term of the Agreement, however not earlier than 30 days prior to the effective date of the Agreement and under the condition of its prior conclusion.
14. The User Administrator has the right to withdraw the Rights of another User Administrator, as well as change the Rights of any User or withdraw any User's Rights at any time.
15. The Client is liable for the consequences of granting Rights to the User Administrator and the Users or failure to withdraw them in a timely manner.
16. The Client may indicate numerous User Administrators, and a User Administrator may indicate numerous further User Administrators and Users using the Portal at the same time.

Personal data

1. The Client acknowledges that all notifications, information or other messages sent by LUX MED in relation with the provision of services under the Portal will be sent

electronically to the e-mail address of the User Administrator or the User.

2. The controller of the Users' personal data is LUX MED; data is processed to grant rights to Users and enable them to use the functionalities of the Portal, including solving technical issues and investigating possible complaints regarding the Portal. The legal basis for data processing by LUX MED is Article 6 sect.1 letter b and f, i.e. performance of the Agreement and the data controller's legitimate interest, i.e. administering the Portal and providing services to Users of the Portal.
3. The Client is the entity disclosing personal data of the Users and User Administrators (source of data) to LUX MED. The User data processed by LUX MED includes: name, surname, e-mail address, telephone number, position.
4. User data may be transferred to third parties which provide LUX MED with technical and organisational solutions supporting the functioning of the Portal or LUX MED's activity (in particular to providers of ICT solutions). The personal data of Users may be transferred outside the territory of the European Union. In such a case, the transfer of data takes place on the basis of a relevant agreement between LUX MED and this entity which includes standard data protection clauses approved by the European Commission.
5. Users' data are processed for the period of Users' use of their Account and after that period – for the period of limitation of claims indicated by the provisions of law.
6. Providing LUX MED with data is voluntary, however failure to provide data makes it impossible to register an Account.
7. Please be advised of the right to access to data, to request their deletion or limitation of their processing, to object to the processing of data and of the right to transfer data to another data controller. To exercise the above-listed rights, please contact the personal data controller referred to in subs. 8 above. Furthermore, we wish to inform you that each User is entitled to lodge a complaint to the authority supervising compliance with personal data protection regulations.
8. LUX MED has appointed a Data Protection Officer whom you can contact via email at: daneosobowe@luxmed.pl
9. Any events which impact the safety of information (data) transfer, including suspected sharing of files containing viruses and other files of similar nature should be reported to LUX MED to the following electronic mail address: bezpieczenstwo.informacji@luxmed.pl.

Functionalities of the Portal

1. Users of the Portal can use the following functionalities in the scope determined by the User Administrator:
 - a. Updating the lists of persons eligible for care;
 - i. Searching and browsing data of eligible persons;
 - ii. Downloading the current list of eligible persons in Excel format,

- iii. Reporting the changes to the list of eligible persons via a WWW form,
 - o Adding rights to Packages;
 - o Withdrawing rights to Packages;
 - o Changing rights to Packages;
 - iv. Reporting changes in the list of eligible persons using the Excel import feature,
 - v. Verifying the status of processing registrations,
 - vi. Adjusting registrations declined due to non-compliance with terms of the Agreement or data quality standards.
- b. (If the Parties have so agreed in the Agreement) Occupational Medicine e-Referrals (Occupational Medicine e-Referrals Portal):
- i. Issuing referrals for Preventive Examinations,
 - ii. Managing the list of work position Templates,
 - iii. Verifying the course of performing Preventive Examinations,
 - iv. Monitoring the validity of occupational medicine examinations.
- c. (If the Parties have so agreed in the Agreement) Self-Registration:
- i. Configuring and updating Employee Groups:
 - o Adding Employee Groups;
 - o Assigning Packages to Employee Groups;
 - o Assigning the terms of settlements with the Employees for each Packages;
 - o Assigning Subsidiaries to Employee Groups – if available under the Agreement;
 - o Determining the content of the Employees' consents collected in a given Employee Group in the Self-Registration process – if the template is different from the LUX MED template;
 - o Generating and blocking Access Codes within the Employee Group (and for each Subsidiary within the Employee Group – if available under the Agreement);
 - ii. Authorising Employee registrations;
 - o Accepting registrations;
 - o Rejecting registrations;
 - iii. Downloading the up-to-date Employee registration list in the form of an Excel spreadsheet.
- d. (Provided that the Client expressed consent for providing Electronic Invoices in the Portal and did not withdraw it pursuant to the provisions of the Terms of sending and providing electronic invoices constituting an appendix to the Agreement) within the scope of Electronic Invoices:
- i. Searching and browsing Electronic Invoices,
 - ii. Downloading Electronic Invoices in the PDF format.
- e. Downloading specifications for VAT invoices in the .xls format.
- f. (if agreed so by the Parties in the Agreement) Carrotspot Module:
- i. Managing Carrotspot Users and Administrators;
 - ii. Adding and managing the Client's Organisational Units on the Carrotspot platform;
 - iii. Registering Carrotspot Users for Packages;
 - iv. Managing Packages by Carrotspot Users;
 - v. Generating reports;
 - vi. Publishing messages for Carrotspot Users;
 - vii. Automated Provision (from the Company Portal to the Carrotspot platform) of information regarding the agreement, packages, subsidiaries, employee groups and access codes;
 - viii. Automated Provision (from the Company Portal to the Carrotspot platform) of information regarding updates of the list of persons eligible for Packages;
 - ix. Automated Provision (from the Company Portal to the Carrotspot platform) of information regarding registering of Employees carried out as part of Self-Registration.
2. The User Administrator of the Portal may use all functionalities listed in point 1 above, moreover the User may:
- a. Grant rights to further User Administrators,
 - b. Grant rights to Users,
 - c. Withdraw and modify the Rights of User Administrators and Users,
 - d. Update data of the User Administrators and Users.
3. LUX MED reserves the right to add, remove or change the scope of the available functionalities.
4. In accordance with the stipulations of the Agreement, any changes made by the User Administrator or the User to the list of eligible persons via the Portal constitute an update of the list and fulfil the obligation to provide LUX MED with the list in electronic form in a format specified in the Agreement. The Client is liable for the correctness of the data entered into the Portal, in particular in the list of eligible persons.
5. Changes referred to in sect. 4 above can be verified by LUX MED for the purpose of ensuring that the data are complete, correct and whether they comply with the provisions of the Agreement in force.
6. Changes to the list of eligible persons made via the Portal that are registered in LUX MED's system are included in the VAT invoice over settlement periods in accordance with the dates of the beginning and the end of the right to the Packages indicated by the User Administrator or the User.
7. Entered data are registered in the LUX MED's IT systems on terms specified in the Agreement.
8. Changes made via the Portal are updated in real time, whereas the update time may be extended in justified cases, such as, e.g., malfunction, need for additional data verification.
9. The reports on the changes in the list of persons eligible for Packages are processed on-line and it is not possible to remove them from the history of changes.
10. In the event that the User Administrator or the User sends a list of eligible persons containing incorrect or false data to LUX MED or imports it to the Portal, the User may correct these data using functionalities available in the Platform,

- i.e. terminate a privilege, change a privilege, annul a privilege.
11. LUX MED reserves the right to refuse registering data which are incomplete, incorrect or are in violation of the stipulations of the Agreement; in such instances it will notify the User Administrator or the User about that fact by specifying all infringements or defects.
 12. In the "Task List" Panel, LUX MED informs Users and User Administrators of tasks that need to be completed and of events that require their attention. Moreover, Users and User Administrators (if there are events or tasks to be completed) will receive a collective notification once a day in the form of an e-mail informing of such events/tasks. Users and User Administrators may opt out of such a form of notification by introducing changes to the list of notifications available in the account settings.
 13. Self-Registration will take place as part of the Employee Groups.
 14. In order for the Client to start using the "Self-Registration" service, it is necessary for the Client to perform the following activities in the Portal
 - a. Creating Employee Groups;
 - b. Assigning Packages to Employee Groups;
 - c. Assigning the terms of settlement with the Employees for each Package;
 - d. Assigning Subsidiaries to Employee Groups – if available under the Agreement;
 - e. Determining the content of the Employee's consents collected in a given Employee Group in the Self-Registration process – if the template is different from the LUX MED template;
 - f. Generating Access Codes.
 15. In order to use the Self-Registration application, the Employee logs in by using the Access Code provided by the Principal. The Employee's ability to use the Self-Registration application is determined by whether the Employee had accepted its Terms of Use beforehand.
 16. In order for the Client to use the Carrotspot Module, it is necessary:
 - a. For the Client to perform the activities described in sect. 14;
 - b. To start the Carrotspot service;
 - c. To create the Administrator Account in Carrotspot;
 - d. To add Organisational Units in Carrotspot;
 - e. To create Carrotspot User Accounts on the Carrotspot platform;
 - f. To assign Organisational Units to Carrotspot Users;
 - g. To assign Carrotspot Organisational Units to the Employee Group and indicate a Package registration code for the Organisational Unit.

Security policy regarding operations performed on the Portal

1. All operations performed by the User Administrator or the User on the Account during the use of the Portal are recorded, including, in particular, each change of data introduced by the User Administrator or the User or the time of its introduction, as well as downloading an Electronic Invoice and specifications for VAT invoices from the Portal and the time of download.
2. LUX MED reserves the right to monitor all operations performed by User Administrators and Users.
3. User Administrators and Users are obliged to use the data shared via the Portal in a way that ensures compliance with the provisions of law, including the GDPR.
4. User Administrators or Users are not allowed to share their individual logins or password to the Portal with third parties. Should the User Administrator or the User fail to comply with the aforementioned prohibition, LUX MED will bear no responsibility for any operations performed on the Portal with the use of the disclosed login and/or password. Consequences of any operations performed after the login and/or the password had been disclosed are borne exclusively by the Client.
5. Should LUX MED detect any irregularities related to User Administrators or Users sharing their login and/or password to the Portal with third parties in a manner contrary to the provisions of the Terms of Use which fails to ensure security of personal data, LUX MED will have the right to permanently block the given User's or the User Administrator's access to the Portal and to notify the Client of this fact.
6. All User Administrators or Users using the functionalities of the Portal act for and on behalf of the Client. The Client is liable for operations performed on the Portal by User Administrators, including persons who were granted further User Administrator Rights, and by Users.

Contact and complaints

1. It is possible to contact LUX MED in several manners, in particular:
 - a. Via the complaint form available at <https://www.luxmed.pl/formularz-opinii>
 - b. By phone, telephone number: + 48 22 33 81 939 which is available on working days: Monday to Friday between 8:00 a.m. and 4:00 p.m.
2. Should any irregularities in functioning of the Portal occur, LUX MED undertakes to remove them within no more than 3 (three) business days from the date of reporting the irregularities via e-mail to: portaldlafirm@luxmed.pl.
3. Other complaints concerning the Portal may be reported:
 - a. By traditional mail to: LUX MED Sp. z o.o., Dział Zarządzania Reklamacjami (Complaints Management Department); address: ul. Szturmowa, 02-678 Warsaw
 - b. Via e-mail mail to the address: opinie@luxmed.pl.

4. Complaints regarding the Portal, referred to in sect. 3, are examined within 5 working days; complaints regarding other matters, including clinical issues, are examined within 14 days from the date of filing the complaint.

Concluding and terminating the agreement on provision of services by electronic means

1. Within the scope of services provided via the Portal, these Terms of Use constitute the terms referred to in Article 8 of the Act of 18 July 2002 in its current wording, on providing services by electronic means.
2. The Agreement on provision of services by electronic means via the Portal is concluded between LUX MED and the Client on terms specified in the Agreement and in the Terms of Use when the first User Administrator indicated in the Declaration logs in to the Portal.
3. The Agreement on provision of the services by electronic means via the Portal is concluded between LUX MED and the User or the User Administrator, under the terms specified in the Terms of Use when the first User Administrator or User logs in to the Portal and accepts these Terms of Use.
4. The Portal service is provided indefinitely, it is however restricted by the term of the Agreement.
5. The Client, the User Administrator or the User can terminate the agreement on provision of services by electronic means without indicating the reasons on the terms specified in the Agreement. Terminating the agreement on provision of services by electronic means is tantamount to termination of the possibility to use the Portal. Expiry of the agreement as the result of the Client terminating it results in the blocking of access to Client's data on the User Administrators' and Users' accounts.
6. In the event of terminating the agreement on provision of services by electronic means by the Client, the Client is obliged to immediately download all documents from the Portal that were shared by him in it in order for LUX MED to provide services available on the Portal, using the accounts used by its account representatives. Upon expiry of the notice period, LUX MED is authorised to block the Rights for all User Administrators and Users acting on behalf of the Client and is not responsible for further storing of the documentation included in the system, excluding the obligations imposed on LUX MED within the scope of the applicable provisions of law.
7. LUX MED may terminate the agreement on provision of services by electronic means with immediate effect and without stating any reasons pursuant to the terms set out in the Agreement.

1. The User Administrator and the User are obliged to use the Portal in a way complying with the provisions of the law applicable in the territory of the Republic of Poland and of the stipulations of the Terms of Use. They are also forbidden to provide any content prohibited by provisions of the generally applicable law.
2. Stipulations of the Agreement and of the generally applicable provisions of law apply in cases not regulated in these Terms of Use.
3. The User Administrator and the User can read the Terms of Use and download the electronic version of the Terms of Use free of charge. The Terms of Use are available on the Portal website.
4. LUX MED may amend the Terms of Use at any time if it is necessary due to the change of the provisions of law or performing obligations imposed on LUX MED resulting from rulings or administrative decisions, or it is connected with the changes in the scope of provided services. The change becomes effective on the date specified by LUX MED, however this period may not be shorter than 7 (seven) days from the date on which the amended Terms of Use are published on the website <https://portalklienta.luxmed.pl>. LUX MED immediately informs the Client, the User Administrator or the User of the amendments.
5. Exclusive rights to contents shared on the Portal, in particular the copyrights to photographs, LUX MED's trademarks, graphic elements constituting their part, software and rights to databases are subject to legal protection and are held by LUX MED or other entities with whom LUX MED has concluded relevant agreements. It is prohibited to copy any elements of the Portal or to use them in any other form without consent granted by LUX MED.

Final provisions

Status:
Limited access document

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