

## Terms and Conditions for Partners of the "loymee" Loyalty Program

### I. General Provisions

1. These terms and conditions (hereinafter referred to as the "Regulations") define the terms of cooperation between **mobitouch sp. z o.o.**, headquartered in Rzeszów, at Litewska 10/1 (hereinafter referred to as the "Administrator" or "Service Provider") and business entities, entrepreneurs conducting business activities (hereinafter referred to as the "Partner" or "Partners") regarding participation in the "loymee" loyalty program (hereinafter referred to as the "Program").
2. The Program allows Partners to offer customers (Users of the Program) loyalty points in exchange for completed transactions or other activities, which can then be exchanged for rewards.
3. The Administrator can be contacted via email at [support@loymee.com](mailto:support@loymee.com)

### II. Conditions for Joining the Program

1. A Partner can join the Program by entering into an agreement with the Administrator (e.g., by accepting these Regulations and purchasing one of the available subscription packages) and by completing registration on the dedicated website (hereinafter referred to as the "Platform").
2. To use the Program, the Partner must have an active monthly or annual subscription to one of the available service packages within loynee.
3. The Partner is required to provide complete, truthful, and up-to-date registration data necessary for cooperation.

### III. Packages and Scope of Services

1. The Administrator offers three access packages for the Program, differing in terms of available functionalities and limits:

#### Basic Package:

- Number of employees: 1
- Number of rewards: 2
- Number of locations: 1
- Number of push notifications per month: 1
- Number of email notifications per month: 1

#### Pakiet Profesjonalny:

- Number of employees: 2
- Number of rewards: 4

- Number of locations: 2
- Number of push notifications per month: 2
- Number of email notifications per month: 3

**Pakiet Premium:**

- Number of employees: 5
  - Number of rewards: 6
  - Number of locations: 5
  - Number of push notifications per month: 4
  - Number of email notifications per month: 6
2. The Partner may choose either a monthly or an annual subscription model. The annual subscription is offered at a preferential price compared to the total cost of 12 months in the monthly model. Detailed pricing information is available in the price list on the Platform.
  3. "Employees" refer to individuals to whom the Partner grants access to the Program management panel (e.g., for awarding points).
  4. "Rewards" refer to offers, products, or services provided by the Partner that can be exchanged for loyalty points.
  5. "Locations" refer to the physical sales or service points of the Partner registered in the Program.
  6. The Administrator reserves the right to change the availability, pricing, or scope of packages in the future. The Partner will be informed of such changes as specified in these Regulations or the agreement.

**IV. Payments and Payment Operator**

1. Package purchases are processed via an external payment operator, Stripe (hereinafter referred to as the "Payment Operator").
2. The Partner is required to make payments for the selected package in a monthly or annual model, according to the pricing available on the Platform.
3. In the case of a monthly subscription, payments are automatically renewed each month unless the Partner cancels the service.
4. For an annual subscription, the payment is charged upfront for the entire year. The annual subscription is more cost-effective than paying for 12 months separately in the monthly model. Payments are automatically renewed every year unless the Partner cancels the service.
5. Payments are processed according to the terms set by the Payment Operator and its regulations.
6. Failure to make timely payments may result in the suspension or termination of services for the Partner.

## **V. Access to the Panel and Awarding Points**

1. After paying for the selected package, the Partner gains access to a dedicated website (administrative panel), allowing them to:
  - Award points to Users by scanning their QR codes using any internet-connected device (smartphone, tablet, computer).
  - Manage rewards, edit offers, and monitor the status of points accumulated by Users.
  - View statistics and reports available in the Program.
2. The Administrator does not provide hardware (such as a mobile device or tablet) for scanning QR codes and awarding points. The Partner is responsible for using their own device that meets the minimum technical requirements.
3. The Partner is responsible for correctly awarding points to Users and verifying transactions based on their own regulations and rules.
4. The Partner may send push notifications and emails to Users to inform them about promotions, new rewards, or changes in the offer—within the limits specified by the selected package.
5. It is prohibited to send spam, offensive content, misleading information, or illegal messages. The Administrator reserves the right to block a Partner in case of detected violations in this regard.

## **VI. Rules for Partner's Use of the Program**

1. The Partner is required to use the Program in accordance with applicable laws, these Regulations, good business practices, and ethical standards.
2. The Partner guarantees that the rewards they offer comply with the law, do not infringe on third-party rights, and are available in the quantities and under the conditions specified in the offer.
3. The Partner bears sole responsibility for the quality, availability, accuracy of the description, and fulfillment of rewards for Users.
4. The Partner may not share access to the administrative panel with unauthorized persons. They are responsible for the actions of employees and third parties using the Partner's login credentials.

## **VII. Personal Data and Privacy Policy**

1. As part of the Program, the Administrator may process certain data of Users and Partners in accordance with the Privacy Policy and applicable laws (in particular, the GDPR).
2. The Partner, by using the Program and collecting User data (e.g., history of awarded points, reward redemption), commits to maintaining the confidentiality of such data and using it solely for the purpose of implementing the Program.

3. The Partner is not authorized to process User data independently beyond the scope defined by the Administrator and these Regulations.

#### **VIII. Liability of the Parties**

1. The Administrator undertakes to ensure the uninterrupted operation of the Program as much as possible, subject to technical and maintenance interruptions.
2. The Administrator is not responsible for interruptions or difficulties in using the Program caused by factors beyond their control (e.g., force majeure, telecommunications network failures, server failures, actions of the Payment Operator).
3. The Partner is responsible for their actions within the Program, including messages sent to Users, reward fulfillment, and compliance with the limits specified in the purchased package.

#### **IX. Changes to the Regulations and Cooperation Terms**

1. The Administrator reserves the right to change these Regulations, prices, and package scope at any time.
2. The Partner will be informed of any changes to the Regulations or package prices via email or a notification on the Platform.
3. Changes come into effect on the date specified in the notification, but not earlier than 14 days after they are announced.
4. Continued use of the Program after the changes take effect constitutes acceptance of the new Regulations.

#### **X. Termination of the Agreement**

1. The Partner may cancel participation in the Program at any time by selecting the "cancel subscription" button available in the system settings. Termination of the agreement does not release the Partner from the obligation to settle any outstanding payments.
2. The Administrator may suspend or terminate cooperation with the Partner in case of a violation of the Regulations, applicable laws, actions harmful to Users or the Program's reputation, or failure to make payments for packages.

## **XI. Final Provisions**

1. Matters not regulated by these Regulations shall be governed by Polish law.
2. Any disputes between the Partner and the Administrator will be resolved by a common court with jurisdiction over the Administrator's registered office unless mandatory legal provisions state otherwise.
3. The Regulations are available in electronic form on the Platform and can be downloaded or printed by the Partner.
4. These Regulations come into effect on the date of their publication.