

## Loymee Loyalty Program Rules

### I. Introduction

1. These rules (hereinafter: “Rules”) define the terms and conditions of using the “loymee” loyalty program (hereinafter: “Program” or “loymee”), available via the mobile-friendly website (hereinafter: “Site”).
2. The Program allows Users (individuals who are at least 18 years old or have received legal guardian consent, and have accepted these Rules) to collect loyalty points from Program Partners (businesses that joined the loy mee loyalty program), which can later be exchanged for specific rewards.
3. The Administrator of the Program is **mobitouch sp. z o.o.** based in Rzeszów, at ul. Litewska 10/1 (hereinafter: “Administrator”).
4. You can contact the Administrator via e-mail at: [support@loymee.com](mailto:support@loymee.com).

### II. Acceptance of the Privacy Policy

1. Registration and use of the Program is deemed as acceptance of the Privacy Policy available on the Site.
2. The Privacy Policy defines the rules for the processing of Users’ personal data, including the purpose, scope, storage period of the data, and the rights of Users regarding data protection.
3. The Administrator commits to processing Users’ personal data in compliance with applicable laws, particularly the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council).

### III. Conditions for Participation in the System

1. To use the Program, the User must create an account in the loy mee system by completing the registration form on the Site, providing required data (e.g., e-mail address, password), and accepting these Rules and the Privacy Policy.
2. By registering in the Program, the User agrees to receive:
  - a) Push notifications from the Administrator and Partners (if the User’s device or browser allows it),
  - b) E-mails related to the Program (e.g., changes to the Program) from the Administrator and Partners.

The User can revoke these consents at any time by adjusting settings in their account or by contacting the Administrator.

3. Registration may also be done via a Google or Apple account.
4. After registration, the User receives a unique QR code assigned to their account.
5. The QR code can be added by the User to the Apple Wallet or Google Wallet app in the form of a card, enabling quick scanning and points accrual without the need to log in to the Site.
6. Logging in to the account is done using the data provided during registration (e.g., e-mail address, password). The User is obliged to keep their password secret and not share it with third parties.
7. Logging in can also be done using a Google or Apple account.
8. The account in the Program is free. No fees are charged for using the Program.

#### **IV. Rights and Obligations of the Administrator**

1. The Administrator commits to ensuring that Users can use the Program and to maintaining its functionality.
2. The Administrator reserves the right to make technical interruptions in the operation of the Program for maintenance or updates, aiming to limit their duration and impact as much as possible.
3. The Administrator is not responsible for any damages resulting from:
  - a) incorrect use of the Program by the User,
  - b) providing incorrect data by the User,
  - c) actions of third parties, over which the Administrator has no control.
4. The Administrator may block or delete a User's account in the event of a violation of the Rules, the law, or actions that harm the good name and interests of the Administrator, Partners, or other Users.

#### **V. Rights and Obligations of Users**

1. The User is obligated to use the Program in accordance with these Rules, applicable laws, and good manners.
2. The User is obligated to provide true, current, and complete data during registration and to update it in case of changes.
3. The User is entitled to collect points from Program Partners, exchange points for rewards, and view available information about Partners and their offered rewards.
4. The User may not use the Program in a way that is inconsistent with its purpose, in particular, may not share their QR code with others to improperly collect points.

## **VI. Rules for Collecting Points**

1. Points are awarded to the User for purchases or other activities specified by a Program Partner.
2. The conditions for awarding points, including the number of points for specific actions or purchased products/services, are determined by the respective Partner and presented to the User, e.g., at the location or based on information available in the Program.
3. To accumulate points, the User must show their QR code to the Partner during the transaction. After scanning the code, the points will be added to the User's account.
4. Point accrual may be conditional upon fulfilling certain requirements (e.g., a minimum transaction value).
5. Accumulated points are assigned to the User's account and cannot be transferred to other accounts or exchanged for cash, unless the Partner explicitly allows this option.

## **VII. Redemption of Rewards**

1. Points accumulated by the User can be exchanged for rewards according to the offer of the respective Partner.
2. The conditions for redeeming a reward, including the number of points required, how to redeem it, deadlines, and territorial or temporal restrictions, are defined by the Partner. This information is available in the Program or directly from the Partner.
3. The Administrator is not responsible for the redemption of rewards by Partners, including their quality, conformity with the description, availability, or any defects. Complaints about rewards should be directed directly to the Partner.

## **VIII. Right to Modify**

1. The Administrator reserves the right to modify these Rules at any time, particularly in the event of changes in the functionality of the Program, legal provisions, or the terms of cooperation with Partners.
2. The User will be notified of changes to the Rules by e-mail or a notification on the Site.
3. Changes will come into effect on the date indicated in the notification, but no earlier than 14 days from the date of the announcement. Using the Program after the changes come into effect means acceptance of the new Rules.

## **IX. Support**

1. Any questions, comments, or issues related to using the Program can be sent to the Administrator via e-mail at: [support@loymee.com](mailto:support@loymee.com)

2. The Administrator will make efforts to provide a response and resolve the User's issue as quickly as possible.

#### **X. Final Provisions**

1. Matters not regulated by these Rules are subject to Polish law.
2. Any disputes arising in connection with using the Program will be settled by the common court competent for the Administrator's seat, unless mandatory provisions of law provide otherwise.
3. These Rules are available to Users in electronic form on the Site and can be downloaded or printed.
4. These Rules come into effect on the date of their publication on the Site.