

# General Rules for the Use of Products



of the company Up Déjeuner, s. r. o.,  
with registered office at: Tomášikova 64A, 831 04 Bratislava-Nové Mesto  
Company ID. No. (IČO): 53528654, Tax ID No. (IČ DPH): 2121424228, VAT ID No.: SK2121424228,  
Registered in the Commercial Register of the Bratislava III Municipal Court, Section: Sro, File No.: 150439/B

(hereinafter referred to as "GRUP\_BEN\_P")

## Introductory provisions

UpDJ issues, in accordance with the relevant provisions of Act No. 40/1964 Coll., the Civil Code, as amended, as well as other legal regulations governing the rights and status of consumers, these GRUP\_BEN\_P, which regulate the contractual relationships between UpDJ and the User and/or Beneficiary, the subject of which is the performance consisting in the possibility of managing and using Products and Benefits within the scope of functionality of the User Zone, the User Account, and the agreement between UpDJ and the Client for Users / Employees through the UpDJ technological solution, as well as the provision of other services in accordance with these GRUP\_BEN\_P.

## 1. Definitions of Terms

- 1.1 **"UpDJ"** means Up Déjeuner, s. r. o., with its seat at Tomášikova 64A, 831 04 Bratislava-Nové Mesto, Company ID. No. (IČO): 53528654, Tax ID No. (IČ DPH): 2121424228, VAT ID No.: SK2121424228, Registered in the Commercial Register of the Bratislava III Municipal Court, Section: Sro, File No.: 150439/B.
- 1.2 **"Client"** is a natural, legal or any other person which provides Benefits to Users and/or Beneficiaries through UpDJ and individual Merchants. A Client is also the employer who ensures the provision of the Contribution to its employees through the Approval Module.
- 1.3 **"User"** is the Client's employee or any other person whom the Client has authorised to use the Medium. The Client can also be a User.
- 1.4 **"Beneficiary"** refers to a natural person who benefits from the Balansea Application on the basis of access credentials. The Balansea Application may not be used by people who are not authorised by the Client. The term "Beneficiary" shall also refer to an Employee and/or a person who is authorised to use the Companion Application.
- 1.5 **"Provision of Benefits"** – means providing Benefits to the User and/or Beneficiary by UpDJ, which intermediates them with a legal or natural person (i.e. Merchant) which is authorised to provide such benefits. "Provision of Benefits" means providing Benefits to the User by UpDJ, which (UpDJ) intermediates through a legal or natural person (i.e. Merchant) authorised to provide such benefits, following the acceptance of these GRUP\_BEN\_P by the respective User/Beneficiary or Employee.
- 1.6 **"Credit"** means the associated value of an amount designated for a specific purpose, available in electronic form on the Medium, which is used to pay the price, or a portion thereof, of selected Benefits at Acceptance Points that accept the relevant type of Product or other benefits from the Internal Benefits Catalogue on the [www.benefia.sk](http://www.benefia.sk) portal. The validity period of the Credit is indicated on the User's Account. Through Credits, UpDJ will arrange the selected Benefits for the User at the Acceptance Points. The essence of the goods and services under this clause is the Provision of Benefits.
- 1.7 **"Acceptance Point"** is an establishment of a natural or legal person (Merchant) authorised to provide Benefits, which is indicated in both the Client Zone and the Customer Zone on the website [www.benefia.sk](http://www.benefia.sk) and where it is possible to pay the price, or a part thereof, for the provision of Benefits through Credit. The User may use only those types of Products that are accepted in that Acceptance Point.
- 1.8 **"User Account"** means a separate record of Credits in the UpDJ information system, created for the User on the basis of the Client's order, in which both Credits and payments for Benefits are recorded.
- 1.9 **"Medium"** means the device used to identify the Credit User at the Acceptance Point. The Medium can be: a) a plastic card (hereinafter referred to as the "Plastic Card") with a chip, an assigned serial number and a personal identification number (hereinafter referred to as the "PIN"), issued by UpDJ, which enables contact and contactless payments. It is a plastic non-embossed debit card which allows contact payments authorised with a PIN code and non-contact payments without PIN code authorisation for values under EUR 50. The card is issued by and owned by UpDJ. The PIN will be delivered together with the Card. b) the User's or Client's mobile phone (hereinafter referred to as the "Smartphone") on which the UpDJ mobile application is installed. The Medium is associated with one User Account or c. a virtual card (hereinafter referred to as the "Virtual Card") issued by UpDJ in electronic form, with an assigned serial number and PIN, intended for making contactless payments and/or other payments in a manner enabled by UpDJ via a supported device, in particular a smartphone. For the purposes of these GRUP\_BEN\_P, the Plastic Card and the Virtual Card are collectively referred to as the "Card". The Card is associated with a single User Account.
- 1.10 **"Card Serial Number"** is a 16-digit numeric code that serves as a unique identifier assigned to the Card; for a Plastic Card, it may be printed on the front of the Card, and for a Virtual Card, it may be accessible in the User Zone or via another method specified by UpDJ.
- 1.11 **"PIN"** is a four-digit numeric password used in payments to securely authorise the payment of the price of goods and services.
- 1.12 **"Identification Device"** is a payment terminal used to accept payments by means of Media. The identification device may be: a. a bank/non-bank EFT POS payment terminal for debit and credit cards b. other alternative technical device enabling identification of Media and authorisation of payments using various technologies supported by UpDJ.
- 1.13 **"Merchant"** is a legal or a natural person providing Benefits to the Client's Users/Beneficiaries at Acceptance Points.
- 1.14 **"Customer Line"** means the service provided on the telephone number 02/32 55 35 65.
- 1.15 **"User Zone"** is a secure personalised interface with access protected by a user name and password, through which the User can access their User Account, manage their Medium, access various other services, etc.
- 1.16 **"Agreement"** is the Agreement on the Provision of Benefits concluded between UpDJ and the Client or, if no such agreement has been concluded, the contractual relationship established between UpDJ and the Client in accordance with GTC\_BEN\_K.
- 1.17 **"Distance Contract"** means any Agreement that is negotiated and concluded by using any means of distance communication, without simultaneous physical contact between the contracting parties, i.e. in particular concluded in the form of a voice signature of the Agreement by phone call.
- 1.18 **"Contracting parties"** is a collective term for UpDJ and the User/Beneficiary or Employer.
- 1.19 **"Darček"** is a complex technological system (Product) operated on the Benefia platform, which enables in particular the management of optional internal employee benefits and rewards, as well as the management of loyalty programs that the Client establishes for a selected group of Users. This system further provides for the maintenance and administration of User Accounts, as well as payments for Internal Benefits purchased by Users within its scope and on its basis through the Credit associated with the Card. The list of Merchants designated by UpDJ is provided in both the Customer Zone and the Client Zone.
- 1.20 **"Zdravie (Health)"** means a Product (wallet) on any of the Media that is used to pay for health care and health protection Benefits. The list of Merchants designated by UpDJ is provided in both the User Zone and the Client Zone.
- 1.21 **"Relax"** is a Product (wallet) on one of the Media, which is used to pay for Benefits in the area of active and passive workforce regeneration. The list of Merchants designated by UpDJ is provided in both the Customer Zone and the Client Zone.
- 1.22 **"Darček (Gift)"** is a Product (wallet) on one of the Media, which is used to pay for Benefits in the area of active and passive regeneration, in the area of rewards in kind, in the area of education, tourism, health care and health protection and health care providers, at the Acceptance Points exchanged for Benefits mediated for the User at the Merchants. The list of Merchants designated by UpDJ is provided in both the User Zone and the Client Zone.
- 1.23 **"Rekreácia (Recreation)"** (hereinafter also referred to as a "recreation voucher") is a Product (wallet) on one of the Media, which is used to pay for Benefits in the field of tourism, the use of which is in accordance with Section 152 a) of Act No. 311/2001 Coll. the Labour Code, as amended. The list of Merchants designated by UpDJ is provided in both the User Zone and the Client Zone.
- 1.24 **"Vzdelávanie (Education)"** is a Product (wallet) on one of the Media that is used to pay for Benefits in the area of education. The list of Merchants designated by UpDJ is provided in both the User Zone and the Client Zone.
- 1.25 **"UpCadhoc"** is an UpDJ Benefit in the form of a paper gift voucher used to pay for goods and/or services in the area of active and passive regeneration, in-kind rewards, education, tourism, healthcare and health protection at Acceptance Points that the User can find at [www.up-dejeuner.sk](http://www.up-dejeuner.sk). The User has no right to credit UpCadhoc vouchers that have been paid with Credits. The final delivery of UP Cadhoc UpDj vouchers to the User shall be ensured by the Client. The use of UpCadhoc for the purposes of these GRUP\_BEN\_P and GTC\_BEN\_K is not subject to the General Terms and Conditions GTC\_PAP\_K issued by UpDj and applicable to the Product "UpCadhoc Gift Voucher".
- 1.26 **"Balansea"** refers to the Product operated through the Balansea Application, the main purpose of which is to provide sporting and relaxation services to Beneficiaries at the Acceptance Point.
- 1.27 **"Stravovanie (Catering)"** is a Product (wallet) on one of the Media that is used to provide the Client's employees with catering services mediated at the Merchants. The list of Merchants designated by UpDJ is available in both the User Zone and the Client Zone.
- 1.28 **"Provision of Catering"** means the provision of catering through UpDJ, which has the right to mediate catering services in accordance with Section 152 of Act No. 311/2001 Coll. the Labour Code, as amended, and which (UpDJ) mediates such services through a legal or natural person authorised to provide catering services.
- 1.29 **"Diet'a (Child)"** is a Product (wallet) on one of the Media that is used to pay for Benefits in the area of child education and development. The list of Merchants designated by UpDJ is provided in both the User Zone and the Client Zone.
- 1.30 **"Pitie (Drinks)"** is a Product (wallet) on one of the Media that is used to ensure the User's Drinking Regime at the Acceptance Points. The product cannot be used to

pay the price or part of it for alcoholic beverages, alcoholic goods, cigarettes, other tobacco goods or cosmetic/sanitary goods. The list of Merchants designated by UpDJ is provided in both the User Zone and the Client Zone.

- 1.31 **“Drinking regime”** – means, in particular, the obligation of the Client, as an employer, to ensure a free drinking regime pursuant to Section 6 (3) (b) of Act No. 124/2006 Coll. on Health and Safety at Work, as amended.
- 1.32 **“Product”** means for the purposes of these GRUP\_BEN\_P, Stravovanie (Catering), Darček+, Darček (Gift), Zdravie (Health), Relax, Rekreácia (Recreation), Vzdelávanie (Education), Dieťa (Child), Pitie (Drinks), Contributions (Contribution for recreation and/or Contribution for children’s sports activities), or any products provided by UpDJ or secured by UpDJ for the User/Employee. These are mainly technological and business solutions used to pay the consideration for the Benefits provided by Clients to individual Users through Merchants and their Acceptance Points. The individual UpDJ Products are operated on the Benefia technology platform.
- 1.33 **“Benefit”** means goods or services provided by UpDJ to a User through a Merchant at one of the Acceptance Points, where payment for the relevant Benefit will be made through one of the Products. For the avoidance of any doubt, the term Benefit also means Catering, despite the fact that it is a statutory obligation under Section 152 of Act No. 311/2001 Coll., the Labour Code.
- 1.34 **“Internal Benefits Catalogue”** is a dedicated area in the User Zone within the Darček+ product, where Internal Benefits, UpDJ Benefits and Products that the User can buy for Credit are listed. UpDJ is not liable for the quality of goods and services provided from the Internal Benefits Catalogue.
- 1.35 **“Internal Benefit”** is a product and/or service provided to the User by the Client and which is listed in the Internal Benefits Catalogue.
- 1.36 **“UpDJ Benefit”** is a product and/or service provided to the User by UpDJ and listed in the Internal Benefits Catalogue.
- 1.37 **“Benefia Platform”** (also known as “Benefity MojeUp”) is a technological business software solution operated on the domain [www.benefia.sk](http://www.benefia.sk) or <https://benefity.mojeup.sk>, where the User Zone is located and which is used for the operation of UpDJ Products through which Benefits, UpDJ Benefits and Internal Benefits are provided to Users.
- 1.38 **“Balanse Application”** refers to the application released by UpDJ and used by the authorised Beneficiary primarily for the purpose of using the service at the Acceptance Point. The Client is responsible for paying the fee and related charges for the Balanse Product (“Client-Paid Model”), unless UpDJ and the Client have agreed otherwise (“Self-Paying User Model”). Notwithstanding the provisions of the preceding sentence, the User is not entitled to use the Balanse Product unless payment is made by the Client or the User, if so agreed between UpDJ and the Client.
- 1.39 **“Balanse Application Validity Period”** refers to the period during which the Beneficiary is entitled to use the services of the Acceptance Point.
- 1.40 **“Accounting Period”** refers to the calendar month during which Beneficiaries are entitled to use the services of the relevant Product.
- 1.41 **“Companion Application”** is a Balanse Application intended for an employee’s close relative, for which UpDJ generates access credentials based on the employee’s request. The Companion Application can only be activated for an active employee Balanse Application. If the employee’s Balanse Application is deactivated or set to “stop” status, all Companion Applications assigned to it are automatically deactivated or suspended in the same mode. An employee may request Companion Applications, but no more than the number specified by the Client. The fee for a Companion Application is paid in the manner specified by the Client, either via payroll deduction or through the User Zone (“Self-Paying User Model”); when paying through the User Zone, the Companion Application is paid for exclusively using the User’s payment card.
- 1.42 **“Entry”** refers to the Beneficiary’s entry into the Acceptance Point and the opportunity to use one of the services provided by the Merchant. The Beneficiary may only make an Entry once per calendar day during the operating hours of the Acceptance Point.
- 1.43 **“Identity Card”** refers to the document identifying the Beneficiary and containing his/her first name, surname and photograph. It is issued by a governmental authority (in particular a personal identity card, passport, public transport card, driver’s licence), a body of professional self-government (service card), a student card (issued in particular by a university), a corporate identifier (first name, surname, photograph).
- 1.44 **“Archive”** is an UpDJ space designed for the secure storage of Documents and eDocuments from the Employees.
- 1.45 **“Document”** means an accounting document indicating an employee or parent of an employee (e.g., first and last name, personal identification number) issued by the Business or Organisation to the Employee.
- 1.46 **“eDocument”** is an electronic version of the Document.
- 1.47 **“Establishment”** means a facility providing services in the field of tourism in accordance with Section 152a of Act No. 311/2001 Coll. the Labour Code, as amended.
- 1.48 **“Organisation”** means a sports organisation registered in the register of legal entities engaged in sports pursuant to a special regulation, which ensures that the child of an employee performs this sporting activity under the supervision of a professionally qualified sports expert in accordance with Section 152b of Act No. 311/2001 Coll. the Labour Code, as amended.
- 1.49 **“Contribution”** means:
- contribution for recreation** of the Employee pursuant to Section 152a of Act No. 311/2001 Coll. the Labour Code, as amended, to be made by the Client, in the amount of 55% of eligible expenses, but not more than EUR 275 per calendar year. The fulfilment of the conditions for granting the Recreation Contribution is assessed on the date of commencement of the recreation activities (hereinafter referred to as the “Recreation Contribution”), and/or,
  - contribution for children’s sports activities**, which represents a contribution for the sports activity of the Employee’s children in accordance with § 152b of Act No. 311/2001 Coll. the Labour Code, as amended, to be made by the Client, in the amount of 55% of eligible expenses, but not more than EUR 275 per calendar year (hereinafter referred to as the “Contribution for Children’s Sports Activities”).

1.50 **“Approval Module Services”** mainly consists in the provision of Contributions by the Client to its Employees, ensuring the use of the Contribution and the generation of regular reports on the use of Employee Contributions through the Approval Module.

1.51 **“Account”** means the account assigned to the Client or its Employees in the Approval Module. Access to it is secured via login credentials.

1.52 **“Approval Module”** is a complex technological system that allows, in particular, the provision of Contributions by the Client to its Employees and provides the Client with regular reports on the use of these contributions. The approval module allows Employees to obtain Contributions from the Client on the basis of the submitted Documents / eDocuments. UpDJ is entitled to cooperate with third parties to operate the system.

1.53 **“Employee”** is a natural person who is in an employment relationship with the Client, which will provide him/her with the Contribution through the Approval Module.

1.54 **“Consumer”** is a natural person who, at the time of entering into and performing the contractual relationship under these GRUP\_BEN\_P, is not acting within the scope of their business, professional practice or other entrepreneurial activity.

## 2. Orders and delivery of Credits and Cards and Rules for their Use

- 2.1 UpDJ will arrange for the delivery of one basic Card to the User through the Client based on the order placed via the UpDJ Client Zone. UpDJ shall deliver Cards so that each User shall have only one Card at any time, through which the User may use one or more Products at the relevant Acceptance Points, as agreed between UpDJ and the Client. When placing an order, the Client specifies whether it is a Plastic Card or a Virtual Card. As a rule, each User shall always have only one active Card at any one time on which all Products selected by the Client are activated. With the consent of UpDJ, the User may also have multiple Cards. The consent of UpDJ pursuant to the previous sentence is non-claimable. The Client’s right to be issued with a replacement Card in the event of its loss or blocking shall not be affected. Through the User Zone, a User may request the issuance of an additional Card for their User Account, either a Plastic Card or a Virtual Card, for a fee in accordance with UpDJ’s current price list, which is available in the User Zone. A single User may have multiple Cards associated with the same User Account at the same time, provided that the system functionality allows it or unless UpDJ specifies otherwise.
- 2.2 UpDJ shall ensure the delivery of the ordered Plastic cards together with the PIN to the Client, in accordance with a separate agreement with the Client. Virtual Cards will be made available to the User electronically in the User Zone or by another secure method designated by UpDJ. The PIN and other information required to use the Virtual Card will be made available in the manner designated by UpDJ.
- 2.3 The Card’s validity is indicated on the Card, in the User Zone, or by other means specified by UpDJ. For Virtual Cards, the validity information need not be indicated on the physical card..
- 2.4 In case of damage, destruction or alteration of the Card, such Card will not be accepted at the Acceptance Point or accepted for payment of the price of goods and services or part thereof.
- 2.5 Once the Card has been delivered or made available, it must be activated. The Card cannot be used unless it is activated. The Plastic card may be activated by the User in the User Zone, unless it has been activated by the Client prior to delivery to the User. The Virtual Card may be activated by the User in the manner specified by UpDJ; it is used via a supported device, specifically a smartphone to which it has been added or on which it has been activated. When paying via an EFT POS terminal, the Virtual Card is not used by inserting it into the terminal, but by holding the supported device near the terminal; the terminal may require a PIN to be entered. The Card can also be activated via the User’s access to the relevant UpDJ website. Upon activation, the Card is ready to be used for full or partial payments in Acceptance Points. It is not possible to use the Card in facilities other than Acceptance Points. For each contact transaction, an authorised person at the Acceptance Point will ask the user to enter his/her PIN code. Payments lower than EUR 50 may be contact-less and carried out without entering the PIN code. The card can also be used to pay online via the Merchant’s application by entering the last 8 digits of the card and the authorisation PIN code. In the Merchant’s e-shop, it is possible to make payments via the payment gateway by entering the login details of the User’s account on the Benefia portal. Details, conditions and payment options at a given Acceptance Point are determined by UpDJ via the Customer Zone. If an incorrect PIN is entered three times in a row, the Card will be blocked. Reactivation of the blocked Card is possible according to the relevant provisions of these GRUP\_BEN\_P. The lowest card payment starts at EUR 0.01. The Card cannot be used to withdraw cash from ATMs. Damaged, altered or cancelled Cards will not be accepted in Acceptance Points and the transaction will be declined. The provisions regarding PINs, card blocking, and payment authorization also apply to the Virtual Card. The Card cannot be used to withdraw cash at an ATM.
- 2.6 The Card expires on the last day of the month displayed on the card. In the event of expiry of the delivered Card, UpDJ will arrange for the delivery of a new Card to replace the expired Card (hereinafter referred to as “Original Card”) automatically, upon payment of the related fees, and the new Card will be delivered to the delivery address of the Original Card, unless the Client specifies a different delivery address. In the case of a Virtual Card, the new Card will be made available electronically in the manner specified by UpDJ. The Credit and its corresponding value stored in the User’s Account will be applicable to the new Card replacing the Original Card after its activation (the unused valid Credit balance in the User’s Account on the Card’s expiry date will be available to the User via the new Card). The User is obliged to return the invalid Plastic Card to the Client.
- 2.7 The User is entitled, via the User Zone and for a fee in accordance with the current UpDJ price list, to:
- temporarily block the Card,
  - request the issuance of a new Card as a replacement for a non-functional, lost, or stolen Card, or
  - request the issuance of an additional Card for their User Account, namely a Plastic Card or a Virtual Card.
- The fee according to the previous sentence shall be paid by the User in one of the ways enabled by UpDJ. Temporary or permanent blocking of the Card does not affect the validity of Credits and the corresponding value stored in the User’s Account. UpDJ will issue a new Card only after payment of the fee in accordance with this point. On the

basis of the Order and after payment of the fee, UpDJ will produce and personalise the Plastic Card with specifications identical to those of the original Card and send it to the address selected by the User in the order. In the case of a Virtual Card, it will be made available electronically in the manner specified by UpDJ.

- 2.8 The Client is entitled at any time prior to the expiry of the Card temporarily blocked at the Client's request to request via the Client Zone the reactivation of this Card.
- 2.9 In case of definitive blocking of the Card, UpDJ will arrange for the issuance of a new Card replacing the definitively blocked Card on the basis of an electronic request in the Client Zone, whereby the new Card will be associated to the User's Account with the valid Credit stored there, or the corresponding value stored in the User's Account.
- 2.10 In the event of an unpaid invoice from the Client to UpDJ, UpDJ is entitled to restrict the provision of services to the Client (in particular, to suspend further recharging/allocation of Credits by the Client and/or the delivery of new Cards). However, UpDJ will not block the user's ability to use already allocated Credits if these Credits have been paid for or otherwise secured by the Client, unless this is necessary for security reasons or to prevent misuse; UpDJ will inform the User of any such measures in an appropriate manner.
- 2.11 UpDJ is entitled to decide to temporarily or permanently block the Card at any time in the event of intentional damage, destruction or alteration of the Card, as well as in the event of use or attempted use of the Card for a purpose other than the purpose of the Product.
- 2.12 UpDJ is entitled to decide at any time to permanently block the Card in the event of suspicion of the use or involvement of the Card, the value stored in the User's Account or the Credits themselves in unlawful activity, in particular criminal activity. UpDJ shall immediately inform the User of any temporary or permanent blocking on a durable medium, unless prevented by security reasons or a prohibition under legal regulations. UpDJ shall state the reason for the blocking to the extent appropriate for security and shall allow the User to submit an explanation/objection. The temporary blocking shall only last for the time necessary to verify the reasons; once the reasons no longer apply, UpDJ shall ensure the immediate restoration of functionality or the issuance of a replacement medium in accordance with these GRUP\_BEN\_P.
- 2.13 In the event that the price of the Benefits is higher than the value that the User wishes to use for payment by means of Credits, the User is obliged to make up the amount exceeding the value paid by means of Credits in another form.
- 2.14 In the event that the price of the Benefits is lower than the value that the User can use for payment by means of Credits, the User is not entitled to request the reimbursement of the amount exceeding the price in cash.
- 2.15 When paying for Benefits using Credits, the User shall always be required to proceed as follows:
  - a) In the case of contactless payment, place the Media to the Identification Device (or enter the PIN on the Identification Device, if required by the Device) and wait for the payment to be authorised, or
  - b) In the case of contact payment, present the Card and enter the PIN assigned to the Card used on the Identification Device.
- 2.16 On the date of expiry of the Credits, the User's right to use the value stored in the User's Account corresponding to the value of such Credit for payment of the price of the selected Benefits shall expire and neither the User nor any other person shall have the right to have the value of the expired Credits reimbursed. This shall not affect consumer rights if, in a specific case, forfeiture would be contrary to mandatory consumer protection provisions or if the inability to draw on the Credit was due to an obstacle on the part of UpDJ.
- 2.19 On the expiry date of the Credits, the value retained in the User's Account corresponding to the value of the expired Credits will be deducted from the value balance in the User's Account (i.e. it will not be retained in the User's Account) and neither the Client nor any other person shall be entitled to any benefit in respect of the aforementioned. The User can check the expiry date of the Credits via the User Zone or the mobile application.
- 2.18 The rights and obligations of UpDJ and the User under these GRUP\_BEN\_P shall also reasonably apply in respect of the blocking to the Medium pursuant to point 1.9(b) of these GRUP\_BEN\_P.
- 2.19 In the event of temporary or permanent blocking of the Card pursuant to points 2.10 to 2.12 of these GRUP\_BEN\_P, UpDJ shall be obliged to inform the User/Beneficiary or Employee of the blocking in an appropriate manner, without undue delay after its implementation, unless prevented by legal regulations or the nature of the reason for the blocking (in particular if the provision of information could frustrate or impede the purpose of the blocking, or if UpDJ is bound by an obligation of confidentiality). The blocking only lasts for the time necessary to achieve its purpose.
- 2.20 The User/Beneficiary or Employee acknowledges that each individual Credit and/or Product may have a limited validity period, which is specified in particular in the User's Account and/or in the User Zone and/or in the Application. In the event that the User/Beneficiary or Employee does not use the Credit and/or Product within the validity period, the performance provided by the Client and/or UpDJ (depending on the nature of the performance) shall be deemed to have been provided in full and the User/Beneficiary or Employee shall not be entitled to a new replacement Credit and/or Product; this shall not affect the rights expressly granted to the User/Beneficiary or Employee by mandatory legal regulations.

### 3. Using the Products

- 3.1 In accordance with UpDJ's instructions, the Client shall create a Card order for each User, thereby creating a User Account, or provide UpDJ with a list of Users with all the details necessary to issue a Card and create an Account for the User designated by the Client. The Client shall transfer Credit to the User Accounts created in this manner. The Client also selects the individual Products for the respective Users as well as their parameters within the scope of the allowed functionality of the system in the manner specified in this point.
- 3.2 The Client shall ensure the delivery of Cards to all Users. Users are obliged to change their password after the first login.
- 3.3 The User may purchase Benefits from Merchants using Credit exclusively within the scope of the relevant Product and the parameters set by the Client within the scope of

the currently enabled functionality of the system. The User may also use the Credit to purchase Benefits at Acceptance Points at individual Merchants, a list of which along with any restrictions are listed in the User Zone. UpDJ reserves the right to unilaterally modify the scope of Acceptance Points, Merchants and terms of use of the Product at any time. The Credit is deemed to be used the moment it is debited from the User Account.

- 3.4 The User redeems the Credit for the payment of the Benefit price through the Medium via a terminal by inserting or tapping the Medium to the terminal device or another identification device, or by purchasing the Benefit from the list provided in the User Zone or in the Internal Benefits Catalogue. If the payment of the Benefit price is approved, payment will automatically be made.
- 3.5 Credit cannot be exchanged for money.
- 3.6 The credit credited to the Card associated with individual products and the period of its use shall be agreed between UpDJ and the Client, and this information shall be available to the User in the User Account. In the event of the expiration of the time limits and failure to use the Credit, the Credit shall be forfeited without any obligation on the part of UpDJ to repay the Credit. This shall not affect consumer rights if, in a specific case, forfeiture would be contrary to mandatory consumer protection provisions or if the inability to draw on the Credit was due to an obstacle on the part of UpDJ. The expiry date of the Credit balance on your Card may be earlier than the expiry date of the Card. The User can check the balance on the Account and its expiry date in their User Account on the [www.benefia.sk](http://www.benefia.sk) portal.
- 3.7 The Parties are aware that the Stravovanie (Catering) Product may take two forms, namely:
  - a) The provision of meals within the meaning of Section 152 of Act No. 311/2001 Coll. the Labour Code
  - b) The provision of benefits by a Merchant authorised to provide catering goods and/or services.

The specific choice between the above alternatives shall be agreed between UpDJ and the Client.
- 3.8 These GRUP\_BEN\_P apply to the Stravovanie (Catering) Product according to these GRUP\_BEN\_P equally or mutatis mutandis to other Products. In case of doubt, UpDJ has the exclusive right to determine whether a given provision for Stravovanie (Catering) applies and also its scope.
- 3.9 In the event that the User / Beneficiary is indicated by the Client in the Customer Zone with the date of termination of employment, the validity of the Credits is automatically shortened to a period of 12 months from the date of termination of employment specified in the Customer Zone, unless the validity of the Credit expires earlier. In the event of the expiration of the time limits and failure to use the Credit, the Credit shall be forfeited without any obligation on the part of UpDJ to repay the Credit. This shall not affect consumer rights if, in a specific case, forfeiture would be contrary to mandatory consumer protection provisions or if the inability to draw on the Credit was due to an obstacle on the part of UpDJ.
- 3.10 UpDJ shall ensure that the User has the validity period of each Credit/Product continuously displayed in the User Zone/application. UpDJ shall also send the User an appropriate notification before the expiry date (usually 10 days in advance, if the nature of the Product allows it). Failure to send a notification does not affect the validity itself.
- 3.11 The User is entitled to top up/transfer his/her own funds from their personal bank account (hereinafter referred to as "own funds") to the Card for the relevant Product in the following ways:
  - a) by bank transfer – UpDJ shall provide the User with payment details in the form of an IBAN and a variable symbol to which the User will transfer his/her own funds, which will then be credited to the Card,
  - b) through the payment gateway designated by UpDJ.

The User manages his/her own funds in the User Zone.
- 3.12 Once credited to the Card, personal funds transferred in the manner set forth in Clause 3.11 may be used by the User to pay the price (or a portion thereof) for selected goods and/or services at Acceptance Points, or for other benefits from the Internal Benefits Catalogue on [www.benefia.sk](http://www.benefia.sk); however, this shall apply only to Products for which the Client has concluded an Agreement with UpDJ.
- 3.13 The User's own funds shall be credited to the Card:
  - a) in the case pursuant to point 3.11(a), on the next business day after the User's own funds have been credited to the relevant UpDJ account in accordance with UpDJ's payment details,
  - b) in the case pursuant to point 3.11(b), no later than the next business day after the transfer is made.
- 3.14 Upon the User's online written request, UpDJ shall be obliged to return to the User his/her own funds that have been transferred to the Card in this way and have not been used. The User shall address an online written request to UpDJ for the return of the balance of his/her own funds via the User Zone, where the User shall specify, in particular, the IBAN to which his/her own funds are to be returned and the name of the Product. UpDJ shall refund the unused own funds to the User within 30 calendar days of receiving the online written request for the refund of own funds.

### 3a. Use of the Balanse Product

- 3a.1 As part of the Balanse Product, UpDJ undertakes to provide Client's employees/Beneficiaries with the Balanse Application, through which they will be granted Entry into selected Acceptance Points providing sporting and relaxation services. The Beneficiary of the Balanse Application may only use the services of partners that have a valid cooperation agreement with UpDJ. At the same time, it is only possible to use services that are listed in the Balanse Application and for which a QR code can be generated.
- 3a.2 The Client generates access data for its employees, who will use it to log into the Balanse Application. The Client is entitled to administer the Balanse Applications of their employees via the Client Area. Once his/her account is activated, the Balanse Beneficiary shall receive an email with the access data to the Balanse Application. Access data to the Balanse Application are issued for the specific name and surname of every Beneficiary. Registration on another mobile device is possible three months after the first registration of the device in the system.

- 3a.3 The Beneficiary acknowledges that he/she is entitled to only one Entry to the Acceptance Point per calendar day. UpDJ shall not be liable for the cost of the Beneficiary's second and subsequent Entry on the same calendar day. The Balansea app makes it possible to use the acceptance network facilities during a calendar month to the extent specified in the relevant agreement between UpDJ and the Client. However, a maximum of one free entry into the acceptance network is possible per calendar day. For some facilities or activities, the operator may require a surcharge.
- 3a.4 The Beneficiary acknowledges that the cost of reserved and unused Entries is borne by the Beneficiary.
- 3a.5 The Beneficiary acknowledges that the Acceptance Point shall be entitled to refuse an Entry should its operational capacity be full.
- 3a.6 The Beneficiary acknowledges that the he/she is required to pay for the exceeded time limit for certain selected activities at the Acceptance Point at the Merchant's cash desk, directly on the spot, from his/her own funds. UpDJ shall not be obliged to pay the surcharge on behalf of the Beneficiary.
- 3a.7 The Parties have agreed that the Beneficiary's Entry into the Acceptance Point shall be subject to the presentation of a QR code generated by the Beneficiary of the Balansea Application and an Identity Card. The QR code must be used before the activity itself, not after it has ended. For selected devices, it is also possible to use the QR code at the exit. The Merchant is entitled to request the Beneficiary's Identity Card in order to verify his/her identity. In the event that the Merchant has a serious suspicion that the Beneficiary of the Balansea Application is not the same person who has presented the Identity Card, the Merchant shall have the right to refuse the Entry. In the event that the Beneficiary refuses to present the Identity Card to the Merchant, the Merchant shall have the right to refuse to provide the service to such Beneficiary. The Balansea app is non-transferable and can only be used by the person for whom the login details were generated. The Balansea app can only be used on one mobile device.
- 3a.8 In the event of any technical problems that would prevent the application of the Entries via the Balansea Application, the Beneficiary shall immediately inform UpDJ of this fact. The Parties agree that until the technical problems preventing the granting of the Entry have been resolved, the Merchant shall not be entitled to allow the Beneficiary Entry into the Acceptance Point.
- 3a.9 The Beneficiary acknowledges that upon termination of the Agreement between UpDJ and the Client and/or in case of non-payment of the remuneration to UpDJ by the Client and/or the User's failure to pay the UpDJ remuneration, all access to the Balansea Application will be deactivated.
- 3a.10 The Parties agree that the remaining provisions of these GRUP\_BEN\_P shall apply mutatis mutandis to the Balansea Product and, for the avoidance of doubt, if the wording of the present Article regulates the same legal relationships in a different manner than the other articles of these GRUP\_BEN\_P, the provisions of the present Article, which are of a special nature with respect to the other provisions, shall apply to the Balansea Product.
- 3a.11 The Beneficiary acknowledges and expressly agrees that it is forbidden to use the Balansea Application for any purpose other than those specified in the Agreement, these GRUP\_BEN\_P and/or other documents. In particular, the following is specifically prohibited: any trading with the Balansea Application, any unauthorised form of distribution of the Balansea Application, selling the Balansea Application, providing and/or lending the Balansea Application to third parties without the prior written consent of UpDJ, and/or providing the Balansea Application and redeeming Entries to the Acceptance Point by the statutory bodies of the said Acceptance Point, and/or any other handling of the Balansea Application for the purpose of obtaining unjust enrichment.
- 3a.12 The Beneficiary is aware that if the Beneficiary of the Balansea Application is a statutory body of a specific Acceptance Point, such person may not redeem an Entry to the Acceptance Point of which they are simultaneously a statutory body. The Client shall inform the Beneficiaries of this fact. It is forbidden to use the Balansea Application by the Beneficiary or sports facility for the purpose of speculative enrichment of the User or any third party.
- 3a.13 The Beneficiary acknowledges that the possibility of using the Balansea Application is granted exclusively to Beneficiaries who have a valid employment relationship with the Client. In the event that UpDJ has doubts about the truthfulness of the fulfilment of this condition, UpDJ shall be entitled to proceed in accordance with point 3a.14 of these GRUP\_BEN\_P if the doubts about its fulfilment are not removed. This provision does not apply to the Companion Application.
- 3a.14 The Parties agree that, in addition to Article 7 of these GRUP\_BEN\_P, UpDJ shall be entitled to immediately withdraw from the Agreement if the Beneficiary violates points 3a.11, 3a.12, and 3a.13 of this article of these GRUP\_BEN\_P. The Parties shall not refund any mutual performances. In such a case, UpDJ shall be entitled to deactivate the Balansea Application of the Beneficiary with immediate effect. At the same time, in the event of violations of points 3a.11, 3a.12, 3a.13 of this Article of these GRUP\_BEN\_P, UpDJ shall also be entitled to a contractual penalty of EUR 20 for each breach. The contractual penalty shall be paid by the Beneficiary on the basis of an invoice issued by UpDJ. If the Beneficiary is a consumer, the contractual penalty shall only be applied in a reasonable amount and only if UpDJ proves a breach of the Beneficiary's obligations; the application of the penalty shall not affect the consumer's rights to object to the unreasonable nature of the penalty. The provision on non-refundability shall not apply to the extent that it would be contrary to mandatory consumer protection provisions.
- 3a.15 The User may activate, deactivate, suspend, or reactivate the Balansea Application:
- through an authorized representative of the Client, if the Client has not enabled payment via the "Self-Paying User Model," or
  - independently via the Beneficia portal/User Zone, if the Client has enabled the "Self-Paying User Model."
- If the request is made by the end of the calendar month at the latest, the change takes effect on the 1st day of the following calendar month. A suspension of the Balansea Application refers to a period during which the Balansea Application cannot be used; during this period, the Companion Applications linked to the User's Balansea Application cannot be used either.
- 3a.16 If the Client has enabled the "Self-Paying User" payment model, the User is authorized to purchase the Balansea Application through the Beneficia portal for themselves and for individuals using the Companion Application. Payment for the Balansea Application and Companion Applications is always made by the User by placing an order on the Beneficia portal. The User may pay for the Balansea Application for oneself from the available balance allocated within the Beneficia business system (within the scope of functionality and conditions specified by UpDJ), up to the amount determined by the Client, with the remaining portion paid via credit card. If the User chooses to pay from this available balance allocated within the Beneficia business system and does not have sufficient funds in it, the full price of the Balansea Application will be paid by payment card. The Companion Application can only be paid for using the User's payment card. If the User fails to pay the price properly and on time, the relevant Balansea Application or Companion Application will not be activated for the relevant Billing Period or will be deactivated.
- 3a.17 The User is entitled to change the Balansea Application package for themselves and for the Companion Applications via the Beneficia benefits portal from the 1st to the 24th day of the calendar month. The package change takes effect on the 1st day of the following calendar month. A request submitted on or after the 25th day of the calendar month will be processed for the next administrative period. Current packages and their prices are listed in the price list or in the information made available to the User on the Beneficia portal.
- 3a.18 A Companion Application may only be activated for the User's active Balansea Application. If the User's Balansea Application is deactivated or set to "stop" status, all Companion Applications assigned to it will automatically be deactivated or suspended in the same mode. The number of Companion Applications that the User may request is determined by the Client.
- 3a.19 The Parties acknowledge that the number of Entries per calendar month may be subject to ongoing changes, depending on the individually agreed terms in the respective Agreement. Regardless of the agreed monthly number of Entries, the Beneficiary is entitled to use no more than one Entry per calendar day.
- 3a.20 In the case of racket sports (tennis, squash, badminton), if a court is used by 2 to 4 persons, where at least 2 persons use the Balansea application, the court may be paid for in this manner for the designated duration of use. If only 1 Beneficiary uses the Balansea app, only 50% of the service price shall be paid. The remainder of the price shall be paid to the acceptance point in another way (cash, credit card).
- 3a.21 In the case of beach volleyball or bowling, where there are 4 players as standard, and only one player is a Beneficiary of the Balansea application, ¼ of the list price of such service can be paid using the Balansea Application. The remainder of the price shall be paid to the acceptance point in another way (cash, credit card).
- 3a.22 The Balansea application can be used for courses if this service is contractually agreed with the acceptance point and is clearly visible in the Beneficiary's Balansea Application. In the case of, for example, group exercises where the reservation of available spots is required, the Beneficiary is recommended to use the reservation system of the acceptance point.
- 3a.23 The Beneficiary of the Balansea Application is obliged to comply with the operating rules of the sports facility or other facility where they wish to use the Balansea Application.
- 3a.24 UpDJ is the exclusive holder of all property copyrights to the Balansea application and all content of the Balansea application, including all text and image parts thereof. UpDJ grants the Beneficiary a non-exclusive, non-transferable, royalty-free and revocable licence (consent) to download, install, and use the Balansea application for non-commercial purposes to the extent and in the manner specified in these GRUP\_BEN\_P. In the event of a breach of the above rules of use, UpDJ has the right to block the Balansea application for the Beneficiary or the acceptance point.

### 3b. Use of the Contributions

- 3b.1 The Employee may go for recreation to any Establishment or perform Approval Module Services at any Organisation and pay for Approval Module Services from his/her own funds (cash, credit card, bank transfer).
- 3b.2 The Employee obtains a Document from the Operation or Establishment, which he/she is obliged to take a photo/scan and upload to the Approval Module Application no later than 30 days:
- from the end of the recreation activity in the case of a Recreation Contribution, or
  - from the date of its issue by the Organisation in the case of the Contribution for Children's Sports Activities.

If the eDocument is not of sufficient quality, UpDJ has the right to ask the Employee to resend it. UpDJ checks whether the Document /eDocument has been issued in connection with the provision of the Approval Module Services, for which the Client may provide a Contribution to its employee. UpDJ has the right to reject a Document/ eDocument that does not meet the legal requirements for accounting documents, or that does not bear the legible name and surname of the Employee, or that cannot be used as a document on the basis of which the Client can provide a Contribution to its employee. In this case, the Client shall not be able to provide the Contribution to the Employee.

- 3b.3 Based on the data from the eDocuments uploaded by the Client's Employees in the Approval Module Application, UpDJ shall prepare a detailed report for the Client on the use of funds by its Employees. UpDJ shall provide this report to the Client on a monthly basis (usually on the first working day of the following month). Based on the information in the report, the Client will determine which Employees are to receive the Contribution and in what amount.
- 3b.4 The Employee undertakes to use the Approval Module in accordance with these GRUP\_BEN\_P.
- 3b.5 The Employee acknowledges that a special contractual relationship will arise between him/her and UpDJ based on the General Terms and Conditions for the Use of Products, the acceptance of which by the Client's Employee is a condition for the provision of services by UpDJ. The Employee acknowledges that he/she is entitled to use the Approval Module only in relation to the provision of Contributions. The Employee is responsible for the Document/eDocument submitted by him/her, in particular for ensuring that the Document/eDocument was issued in relation to the provision of goods and services that are considered eligible expenses under Section 152a and/or Section 152b of the Labour Code. For the avoidance of any doubt, UpDJ shall not be

held responsible if the employee is not granted a Contribution because the document/e-document submitted by the Employee cannot be used as evidence on the basis of which the Client may provide the Contribution to its employee.

- 3b.6 The Parties agree that the remaining provisions of these GRUP\_BEN\_P shall apply mutatis mutandis to the Contributions and, for the avoidance of doubt, if the wording of the present Article regulates the same legal relationships in a different manner than the other articles of these GRUP\_BEN\_P, the provisions of the present Article, which are of a special nature with respect to the other provisions, shall apply to the Contributions. In the event of a conflict, UpDJ is entitled to decide whether or not another provision applies to the Contributions.

#### 4. Contractual relationship and payment terms

- 4.1 By confirming these GRUP\_BEN\_P by the User/Beneficiary or Employee in the relevant UpDJ electronic environment, a contractual relationship is established between the UpDJ and the User/Beneficiary or Employee, whereby the UpDJ undertakes to provide the User/Beneficiary or Employee (under the conditions specified in these GRUP\_BEN\_P and against payment by the Client) with a performance consisting in the possibility of managing and using the Products and Benefits within the scope of the User Zone functionality, the User Account and the agreement between UpDJ and the Client at the Acceptance Points of Merchants who are contractual partners of UpDJ in accordance with these GRUP\_BEN\_P. The contractual relationship referred to in the previous sentence may also arise upon activation of the Card or its first use (if the Card is activated by the Client), but always after acceptance of these GRUP\_BEN\_P.
- 4.2 UpDJ shall be entitled to remuneration from the Client for the Products and for the services rendered in connection with the Client's order of the Products referred to in Articles 2, 3a and 3b of these GRUP\_BEN\_P for the price of the Credits ordered and the other fees set out in the Price List\_BEN\_K, unless otherwise agreed.

#### 5. Rights and obligations of the contracting parties

- 5.1 UpDJ is not responsible for the quality of Benefits provided by Merchants at Acceptance Points and/or for the quality of services provided by Establishments and/or Organisations. Claims regarding defects in the Benefits or Services provided through the Approval Module at the Acceptance Point or Establishment and/or Organisation against the operator of the Acceptance Point, or against the Establishment and/or Organisation shall be submitted directly by the User/Beneficiary/Employee in the case of Products and/or the Approval Module.
- 5.2 The User/Beneficiary or Employee declares that he/she has been familiarised with the content of these GRUP\_BEN\_P and in particular with the fact that Users are entitled to use the Products exclusively at the Acceptance Points and against payment of the price or part thereof for the Benefits defined for the respective Product and to the extent specified by the Client within the functionality of the system for that Product. The User/Beneficiary/Employee further declares that he/she has been informed of any restrictions, limits, and other conditions related to the Product. The information published in the technological system or on the UpDJ website is for informational purposes only. Proper notification to the User/Beneficiary/Employee shall be deemed to have been made upon delivery on a durable medium (in particular by e-mail, message in the user profile/application allowing storage and subsequent display) or by other demonstrable means in accordance with Article 9. The publication of information does not in itself constitute a notification thereof.
- 5.3 Every User/Beneficiary or Employee is obliged to comply with and fulfil all obligations and commitments arising for the User/Beneficiary or Employee from these GRUP\_BEN\_P.
- 5.3 The User/Beneficiary or Employee has the right to obtain information about UpDJ Products by calling the UpDJ Customer Hotline or by visiting [www.up-dejeuner.sk](http://www.up-dejeuner.sk).
- 5.5 UpDJ undertakes, on the basis of the Client's order and in accordance with the terms and conditions set out in these GRUP\_BEN\_P, the Agreement and GTC\_BEN\_K, which apply to the contractual relationship between UpDJ and the Client, to ensure that the Credits are duly and in a timely manner credited and stored in the User's account.
- 5.6 UpDJ reserves the unilateral right to modify and change the technology platform and solution on which the individual Products are operated, as well as to change their scope.
- 5.7 UpDJ shall provide Benefia Services, as well as Services associated with each Product in the manner and to the extent set for that Product. UpDJ reserves the right to unilaterally modify the terms and conditions of provision of Benefia Services and Services, taking into account the legislative state of the environment, market conditions, as well as its operational capabilities, to which the User/Beneficiary or Employee unconditionally agrees.

#### 6. Complaints

- 6.1 Complaints are governed by the Complaints Procedure, pursuant to which UpDJ duly informs the User/Beneficiary or Employee about the conditions, manner, and place for exercising rights arising from liability for defects, inconsistencies or deficiencies. The Complaints Procedure is issued in accordance with the relevant provisions of the Commercial Code and the Civil Code, as well as other generally binding legal regulations of the Slovak Republic. The Complaints Procedure ensures a uniform, fast and accurate procedure for making any complaints about the services provided and it is published on [www.up-dejeuner.sk](http://www.up-dejeuner.sk). The Complaints Procedure is binding for the User/Beneficiary or Employee, the Client and UpDJ. By signing the Agreement, the Client declares that they have previously and sufficiently familiarised themselves with the Complaints Procedure, agree with its wording and undertake to comply with it.
- 6.2 The User/Beneficiary or Employee is entitled to file a complaint (report a defect) against UpDJ, particularly in connection with the provision of Products, the technological platform and related UpDJ services. If the complaint concerns the quality, scope, or conditions of the provision of Benefits by the Merchant at the Point of Acceptance, the User/Beneficiary or Employee shall submit the complaint directly to the relevant Merchant, unless the nature of the matter or special conditions indicate otherwise.
- 6.3 Complaints may be submitted in writing to the address of UpDJ's registered office specified in point 1.1 of these GRUP\_BEN\_P, or by other means enabled by the

technological platform or the UpDJ Website. For the avoidance of doubt, an e-mail message shall also be considered a written form if UpDJ allows the submission of complaints by e-mail or via an electronic form.

- 6.4 UpDJ shall be obliged to immediately provide the User/Beneficiary or Employee with written confirmation of the complaint, stating the deadline by which the defect will be remedied or the complaint otherwise resolved; the specified period may not exceed 30 days from the date of notification of the defect, unless a longer period is justified by objective reasons beyond UpDJ's control.
- 6.5 In the event that a complaint is rejected (rejection of liability for defects), UpDJ shall be obliged to notify the User/Beneficiary or Employee in writing of the reasons for rejecting the complaint.
- 6.6 If the User/Beneficiary or Employee is a Consumer and a dispute arises between him/her and UpDJ from the contractual relationship under these GRUP\_BEN\_P, the Consumer has the right to contact UpDJ with a request for remedy. If UpDJ responds negatively to the request for remedy or does not respond within 30 days of the date of its submission, the Consumer has the right to submit a proposal on the commencement of alternative dispute resolution to an alternative dispute resolution entity. The competent alternative dispute resolution entity may be the Slovak Trade Inspection Authority (or another competent entity operating under special regulations).
- 6.7 The contact details of the Slovak Trade Inspection Authority for the purposes of alternative dispute resolution for consumer disputes are published on its website; furthermore, the operation of the RSO (ODR) platform was terminated on 20 July 2025

#### 7. Duration of the contractual relationship

- 7.1 The Agreement is concluded for an indefinite period from the date of its entry into force.
- 7.2 The contractual relationship established by the Agreement shall terminate: a) by written agreement of the Contracting Parties, b) by written notice, c) by written withdrawal from the Agreement, d) always upon termination of the Agreement between UpDJ and the Client.
- 7.3 Either Party is entitled to terminate the Agreement without giving any reason. The notice period shall be 3 months and shall commence on the first day of the calendar month following the calendar month in which the notice was delivered to the other Party. The Parties expressly agree that if the provision of Balansea is part of the Agreement, a special regime shall apply, whereby each of the Parties shall be entitled to terminate the Agreement without giving any reason. The notice period shall be 1 month and shall commence on the first day of the calendar month following the calendar month in which the notice was delivered to the other Party. For the avoidance of any doubt, if the Agreement is amended (in particular by means of an addendum) in such a way that Balansea services are no longer part of the Agreement, the standard notice period of 3 months shall automatically apply in accordance with the first sentence of this point.
- 7.4 Either Party may withdraw from the Agreement in writing if the other Party materially breaches its obligations under the Agreement. A material breach of the Agreement within the meaning of Section 345, par. 2 of the Commercial Code shall be deemed to be, in particular, but not limited to: a) the existence of an unpaid invoice of the Client to UpDJ that is more than 60 days overdue b) deliberate damage, deliberate destruction or alteration of the Card c) the use or attempted use of the Product for a purpose other than the use for which the Product may be used d) the use or participation of the Card, the User Account or the Credit itself, in unlawful, particularly criminal, activity, e) a breach of the contractual terms and conditions that is likely to cause damage to the other party in the amount of at least €1000 in each individual case. UpDJ is entitled to withdraw from the Agreement even if the number of active Balansea Applications drops below 5 for the relevant Client, regardless of the method of payment for these Balansea Applications.
- 7.5 In the event of termination of the Agreement, the validity of issued Cards, as well as issued Credits and their corresponding monetary values stored on the User's Account, shall expire on the date of termination of the Agreement, unless otherwise specified.

#### 8. Service of documents

- 8.1 Where service of documents to the other Contracting Party is required, service shall be made personally or through another entity at the address specified in the other Party's designation in the Agreement, unless the Party concerned notifies the other Party in writing of a change of address for service. The delivery of a document occurs:
- on the date of its receipt by the entity authorised to receive registered mail on behalf of the Contracting Party; or
  - If an obstacle is encountered during the delivery attempt, resulting in the shipment being stored at the delivery entity, the document is considered delivered on the day it is stored, regardless of whether the consignment is subsequently accepted or not by the addressee.

The earlier of these two events shall be considered decisive. In relation to the consumer, the fiction of delivery by storage shall only apply if the consignment was sent to the address that the consumer demonstrably provided and the consumer was informed of the dispatch electronically (if possible).

#### 9. Communication

- 9.1 UpDJ delivers essential information, in particular changes to contractual terms and conditions, complaints and restriction/blocking notifications, on a durable medium (specifically by email or by a message in the application/profile enabling storage). The publication of information on the website is for informational purposes only. An email is considered delivered at the moment when it enters the recipient's sphere of control (e.g., his/her email server), if UpDJ can prove delivery. This does not affect the consumer's right to object that objective delivery did not occur.
- 9.2 If the communication is made in writing, the document shall be deemed delivered on the date of its receipt by the addressee. In the event that the consignment is not accepted, the document shall be deemed delivered on the day when the consignment was returned to the sender as undelivered, only if it was sent to the last address demonstrably notified by the addressee and UpDJ adequately informed the addressee electronically (if possible). The provision on the fiction of delivery does not apply if the addressee is a consumer and the circumstances indicate that the recipient was objectively unable to accept the consignment.

- 9.3 Communication shall take place in the Slovak language, unless the parties agree otherwise.
- 9.4 The User/Beneficiary or Employee agrees that UpDJ may record, even without prior notice, all communications between UpDJ and the User/Beneficiary or Employee by any available technical means, including the use of the Products, and may archive all such recordings, as well as copies of all information and documents that UpDJ receives from Users or Employees. The User/Beneficiary or Employee agrees that UpDJ is entitled to use this information at any time for the purposes set out in the GRUP\_BEN\_P and the Agreement or to secure the contractual conditions or to comply with applicable laws.
- 9.5 In the event of any change to the information provided in the Agreement, the User/Beneficiary or Employee shall be obliged to notify UpDJ of this fact either via the electronic form on the UpDJ Website or in writing immediately after the relevant change takes effect. UpDJ shall not be liable for any damage caused to the User/Beneficiary or Employee by failure to notify the change specified in the Agreement or other documents or by its late notification, and until the moment of its notification, the information provided by the User/Beneficiary or Employee at the conclusion of the Agreement shall be considered binding.
- 9.6 For the avoidance of doubt, in relation to a User/Beneficiary or Employee who is a Consumer, the provision of point 9.1 of these GRUP\_BEN\_P on the proper delivery and effectiveness of the publication of information on the UpDJ Website shall apply preferentially to information of an informative nature. For notifications that have legal effects on the Consumer (in particular, changes to the GRUP\_BEN\_P pursuant to Article 12), UpDJ shall also communicate such information to the Consumer individually, in particular by sending a notification email and/or making the notification available in the User Zone or in the Application, if UpDJ has the technical capability to do so.
- 9.7 If the User/Beneficiary or Employee has the status of a Consumer vis-à-vis UpDJ, the provisions on delivery shall be interpreted in such a way that his/her rights under the mandatory provisions of generally binding consumer protection legislation are not affected.

## 10. Exchange of confidential, personal and other information

- 10.1 UpDJ and the User/Beneficiary or Employee are aware that in the performance of their obligations under the GRUP\_BEN\_P or the Agreement, they may disclose to each other information in respect of which it is in the interest of one of the Contracting Parties that the other Party does not disclose it to a third party or use it for its own benefit - Confidential Information. The Party receiving such confidential information undertakes to exercise at least a professional degree of care to ensure the confidentiality of such confidential information from any third party and to refrain from using it for its own benefit. The obligation of the parties contained in this Article shall not terminate even after the termination of the Agreement. Statistical information about the User/Beneficiary or Employee or the use of Credits used without further specifying the person concerned, i.e. in an anonymous manner, shall not be considered Confidential Information.
- 10.2 UpDJ reserves the right to refuse an order created from a blocked IP address in order to prevent criminal activity and minimise damages.
- 10.3 The User/Beneficiary or Employee understands that calls to UpDJ's customer call centres may be recorded and email communications may be archived.
- 10.4 In the performance of the Agreement and/or these GRUP, UpDJ processes personal data of natural persons – Users/Beneficiaries or Employees. UpDJ processes the personal data of Users/Beneficiaries or Employees as a controller in accordance with the requirements of the GDPR (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). UpDJ publishes information on the processing of personal data of Users/Beneficiaries or Employees in its capacity as a controller on its website <https://up-dejeuner.sk/ochrana-osobnych-udajov>.
- 10.5 In accordance with the GDPR Regulation, UpDJ has appointed a person responsible for personal data protection, which is Data Protection Services s. r. o. In case of questions or inquiries regarding the processing of personal data or the exercise of your rights under the GDPR, you can contact that person by email at: [dpo\\_updejeuner@dpservices.sk](mailto:dpo_updejeuner@dpservices.sk).

## 11. Liability for damage

- 11.1 Unless otherwise expressly stated in the Agreement or these GRUP\_BEN\_P, in the event of a breach or non-performance of obligations by the other party, the aggrieved party shall be entitled to compensation for damages, unless the other Party proves that the breach of duties was caused by circumstances excluding liability.
- 11.2 In particular, the following circumstances are considered to exclude liability on the part of UpDJ: various forms of civil unrest, fire, flood, terrorist attack, hacker attack, interruption, slowdown or failure (total or partial) of electricity supply, interruption, failure or disruption of the operations of computer systems (hardware or software components) or communication services on the part of the Client or third parties or by the Client/third parties, any technical failures on the part of the Client in communicating with UpDJ or registered Credit in the relevant Product or any other extraordinary event, disaster or imposition of extraordinary restrictions/directions/ inability to obtain the relevant permits/licences in time directly or indirectly related to the individual performance under the Agreement or any other impediment which has occurred independently of UpDJ's will and which prevents it from fulfilling its obligation.
- 11.3 UpDJ is not responsible for the quality of the goods and services provided by the Merchants or Establishment / Organisation. Claims against Merchants or against the Establishment / Organisation providing Benefits to the Merchant shall be made directly by the User / Employee.
- 11.4 UpDJ shall not be liable for damages caused to the User/Beneficiary or Employee as a result of false, incomplete, inaccurate or misleading information, instructions

or documents provided by the User/Beneficiary or Employee (or any other person authorised thereby) to UpDJ in the exercise of its rights under the Agreement or the failure to provide the relevant information, instructions or documents in a timely manner. The User/Beneficiary or Employee is fully responsible for the accuracy, completeness and timeliness of any information, instructions or documents provided to UpDJ.

- 11.5 The application of contractual penalties according to the provisions of the Agreement or the GRUP\_BEN\_P is without prejudice to the right of the injured party to claim compensation for damages in the full amount of the incurred damage, i.e. also in the amount exceeding the amount of the contractual penalty.
- 11.6 UpDJ shall not be liable for any damage caused to the User/Beneficiary or Employee by the malfunction of the Products, the technological solution on which the Products are operated and the website or as a result of situations and events that occurred independently of UpDJ's will and which UpDJ could not influence, such as the consequences of force majeure, the consequences of decisions by public authorities, and the consequences of actions by third parties in accordance with legal regulations. UpDJ shall not be liable for damage and shall not provide financial or non-financial compensation even if:
- the relevant Product was technically available and functional for at least 98% of the time from 05:00 to 22:00 in a given calendar month, or
  - the outage and/or limitation of availability of the relevant Product arose beyond UpDJ's control, in particular due to a network or server outage, third-party system failure, or events beyond UpDJ's control, or
  - the outage was short-term and did not have a material impact on the provision or use of the Product.
- 11.7 The User/Beneficiary or Employee are solely responsible for protecting the access data to their Account, i.e. the User's Account or the Account in the Application, as well as for any activity performed thereby when using Benefia / the Approval Module Application. The User/Beneficiary or Employee is obliged to immediately notify UpDJ of any unauthorised use of access data or breach of Account security. UpDJ shall not be liable for any loss, damage or harm resulting from the unauthorised use of the access data of the User/Beneficiary or Employee and/or Credits.
- 11.8 In the context of Contributions, UpDJ's liability for damage or non-property loss caused by the loss, destruction, theft or damage of a Document or by the unauthorised disclosure of a Document to a third party is limited to a maximum amount of EUR 50, unless the damage was caused intentionally or through gross negligence. This limitation does not apply to personal injury or consumer rights arising from mandatory provisions on consumer protection and liability for defects/non-compliance. UpDJ shall be primarily liable for the actual damage; the exclusion of lost profits and consequential damages shall not apply if it would be contrary to mandatory provisions or if the damage was caused intentionally or by gross negligence.
- 11.9 UpDJ shall not be liable for any damage or other harm that may arise to the User as a result of the misuse of the Card or its use by a person other than the authorised person.

## 12. Final provisions

- 12.1 The User/Beneficiary or Employee is not entitled to assign or transfer his/her rights, obligations or claims arising from or created in accordance with these GRUP\_BEN\_P or the Agreement to a third party without the consent of UpDJ.
- 12.2 UpDJ is entitled to amend or supplement these GRUP\_BEN\_P and the Complaints Procedure only for serious reasons, in particular due to changes in legislation, security reasons, changes in technological processes, changes in the scope of services provided by third parties or with the purpose of eliminating errors and improving functionalities (hereinafter referred to as the "Change"). UpDJ shall notify the User/Beneficiary or Employee of the Change on a durable medium (in particular by e-mail or message in the application/user profile) no later than 60 days before the effective date of the Change. The notification shall also include a brief summary of the essential changes and information on the rights under point 12.3. Publication on the website may be of a supplementary informative nature only. If the Change worsens the position of the consumer or introduces new obligations, the User/Beneficiary/Employee has the right to reject the Change and terminate the contractual relationship without penalty no later than on the effective date of the Change. UpDJ is entitled to modify the technological platform, functionalities and the list of Acceptance Points on an ongoing basis. Such modifications are not considered a Change to GRUP\_BEN\_P unless they have a material negative impact on the ability to use already allocated Credits/ Products. If the modification has a significant negative impact, the procedure set out in this section shall be followed as in the case of a Change.
- 12.3 In the event of disagreement with the Change, the User/Beneficiary/Employee is entitled to terminate/withdraw from the contractual relationship in writing for the stated reason within the period until the effective date of the Change. The notice period shall run from the date of delivery of the notification of the Change on a durable medium in accordance with Clause 12.2.
- If UpDJ expressly states in the notification that the Change worsens the consumer's position, termination pursuant to the first sentence shall be without penalty. Failure to exercise the right to terminate the contractual relationship by the effective date of the Change shall be deemed acceptance thereof.
- 12.4 The legal relationships established in accordance with these GRUP\_BEN\_P or the Agreement shall be governed by the relevant provisions of the Civil Code on consumer contracts and other applicable legislation of the Slovak Republic regarding consumer protection.
- 12.5 The Parties have agreed that all information exchanged within the framework of the conclusion of the Agreement, as well as information exchanged or otherwise resulting from its performance, shall be deemed to be confidential, with the understanding that a breach of its confidentiality shall have consequences in accordance with the relevant provisions of the Commercial Code, even after the termination of the contractual relationship.
- 12.6 These GRUP\_BEN\_P shall enter into force and effect on 01 May 2026.