

Terms and Conditions for Infinit Card Holders

I. Introductory provisions

1.1. The purpose of these General Terms and Conditions is to provide for rights and obligations arising from the membership in the loyalty scheme related to issuing of an Infinit Card between the company Infinit s.r.o., ID number: 279 04 989, with its registered office at Praha 7 – Holešovice, Jablonského 639/4, PC 170 00, as the issuer of the Infinit Card (hereinafter referred to as “Company”) and Infinit Card holders (hereinafter referred to as “Holder/s”).

1.2. “Services” shall mean providing spa and relaxation services, fitness services and other related services in the workplace of the Company or its subsidiaries or companies whose controlling person is identical with the controlling person of the Company (hereinafter referred to as “member/s of the INFINIT Group”).

1.3. A natural person with a full legal capacity as well as a legal person can become an Infinit Card Holder.

II. Infinit Card

2.1. Infinit Card works on a prepaid credit basis (a prepaid card). The Holder deposits funds on the card and then uses them to pay for the individual services used in the workplaces of companies of the INFINIT Group.

2.2. If the Holder pays for the eligible services by the Infinit Card, they are charged a reduced price, i.e. a lower price than upon payment in cash. The rates are set forth on the applicable Price List of the Company / companies of the INFINIT Group.

2.3. The Infinit Card is issued free of charge and it is fully transferable.

2.4. In order to obtain an Infinit Card, the customer shall provide their name, surname/, telephone number and e-mail address (hereinafter referred to as „Card Holder details“). If the Holder is a legal person, they shall provide corporate name, company registration number as well as the name and surname of their contact person, telephone number and e-mail address. The customer shall provide true and correct Card Holder details. If any change of the details occurs, the Holder shall inform the Company in person in any of the workplaces of the companies of the INFINIT Group or by e-mail to the following address: info@infinit.cz without undue delay. In order to personally report the changes of the details, the Infinit Card Holder is obligated to prove their identity by presenting to the Company an identity document (ID card, passport, driving licence or marriage certificate in case of changes of the surname after the marriage) and give their telephone number and e-mail address that were provided to the Company as Card Holder details. In order to report the changes of the details by an electronic communication the Infinit Card Holder will be asked to provide their name and surname/business name and contact details (telephone number and e-mail address) that were provided to the Company as Card Holder details. After that the form of changes will be sent on the e-mail address provided to the Company as Card Holder details.

2.5. If the Infinit Card is lost or stolen, the Holder shall inform the Company in person in any of the workplaces of the companies of the INFINIT Group or by e-mail to the following address: info@infinit.cz without undue delay. The Company shall issue a duplicate copy of the card upon request by the Holder. In order to have a duplicate card issued, the Holder shall produce an ID document (ID card, passport, driving license) to prove their identity and give their telephone number and e-mail that were provided to the Company as Card Holder details; otherwise, the Company is not obliged to comply with the Holder’s request to issue a duplicate Infinit Card. Upon the Holder’s request and identification, the Company shall cancel the lost or stolen card and link the duplicate Infinit Card to the Holder’s account. The issuance of the duplicate Infinit Card shall be subject to a fee according to the Price List of the Company’s services. If the Infinit Card Holder is a legal person, the rights and obligations pursuant to this paragraph apply to the contact person, if the Infinit Card Holder is a legal person.

2.6. Upon request, the Company provides information about the history of the Infinit Card or about balance remaining on the Infinit Card (unless this detail is provided in relation to the use of services) to the Holder. The Holder shall only be given the

information upon proving their identity to the Company by the means set in paragraph 2.5. of these Terms and Conditions. If the Infinit Card Holder is a legal person, the rights and obligations pursuant to this paragraph apply to the contact person. The Infinit Card Holder of the subordinate card is entitled to ask the Company about the history of the subordinate Infinit Card. In order to ask for the information by an electronic communication the Infinit Card Holder will be asked to provide their name and surname/business name and contact details (telephone number and e-mail address) that were provided to the Company as Card Holder details. After that the required information will be sent on the e-mail address provided to the Company as Card Holder details.

2.7. The Holder is entitled to request the Company to issue a subordinate card to their Infinit Card which is in relation to subordinate card considered as main card.. For a subordinate card to be issued, the Holder shall prove their identity to the Company by means set in paragraph 2.5. of these Terms and Conditions. The Company shall then open a subordinate account to the account of the main Infinit Card Holder and shall link the subordinate card to it; the subordinate card shall be issued in the name set by the Holder of the main Infinit Card. For a subordinate card to be issued, the Holder of the subordinate Infinit Card shall provide their personal details to the Company to the same extent as the personal details provided by the Holder of the Infinit Card under paragraph 2.4. of these Terms and Conditions. By filling their personal details in the registration form and signing the form the Holder of the subordinate Infinit Card agrees to these Terms and Conditions. The funds deposited to the account of the main Infinit Card as well as those deposited to the subordinate account of the subordinate card are kept together (the single credit is used for the main and the subordinate card). The Holder of the subordinate card has equal rights and obligations to the Holder of the main Infinit Card with the following exceptions. Namely, the Holder of the subordinate Infinit Card is entitled to use the services on the Infinit Card in their entirety; be informed about the remaining balance in relation to the use of services; top up the common balance by depositing funds to the subordinate account. The Holder of the subordinate Infinit Card shall comply with the information and reporting obligation to the Company. The right to ask for issuing another subordinate card does not apply to the Holder of the subordinate Infinit Card.

III. Deposit to the Infinit Card

3.1. The minimum deposit amount to the Infinit Card is **2000 CZK** (does not apply to the Partner Infinit Card, Club Infinit Card and to the conditions pursuant to paragraph 3.3. of these Terms and Conditions).

3.2. The funds can be deposited to the Infinit Card in cash or by payment card, Flexi Pass CARD or Edenred Benefits card; we also accept Relax Pass, Focus Pass, Dárkový Pass or Flexi pass, Unišek, Unišek+, Edenred Multi, Edenred Sport&kultura, Edenred Compliments vouchers, as well as gift vouchers; the deposit can also be made through Cafeteria BENEFITY or BENEFIT PLUS or by the employer.

3.3. In using the credit provided by Cafeteria BENEFITY or BENEFIT PLUS or using a gift voucher with the value exceeding the price of the service paid for, the Company shall issue an “Infinit Guest Card” for the customer; it also works as a prepaid card (the amount does not have to be used at once) with a deposit equal to the credit available. The Holder of the Infinit Guest Card is not entitled to any benefits (namely reduced price of services). If the minimum amount under paragraph 3.1. of these Terms and Conditions is subsequently deposited to the card, the Company shall convert the Infinit Guest Card into the Infinit Card eligible to all benefits. The obligations applicable to the Infinit Card Holders shall apply to the Infinit Guest Card Holders proportionately.

IV. Rights and obligations of the Infinit Card Holder

4.1. The Infinit Card Holder is entitled to use all services offered by the Company or any member of the INFINIT Group.

4.2. The Infinit Card Holder shall become familiar and comply with the Safety Code of Practice available in every workplace of the companies of the INFINIT Group.

4.3. The Infinit Card Holder shall behave in a disciplined way in the premises of the Company/companies of the INFINIT Group and refrain from behaviour prejudicial to their safety and the safety of third parties. The Card Holder shall be aware that they use the services solely at their own risk and that the Company shall not be held responsible for prejudice, injuries and wounds caused due to the Holder's own conduct, non-compliance with the Safety Code of Practice or failure to comply with instructions given by the staff of the Company/companies of the INFINIT Group; it shall not be held responsible for injuries caused to the Holder by other persons. The Company invites all Infinit Card Holders to consider, before using any service, whether the service is suitable for them with regard to their health, or consult the suitability of the activity with a physician.

4.4. The Infinit Card Holder is responsible for any damage to the property of the Company or companies of the INFINIT Group caused by the Holder's intentional conduct or neglect, and they are obliged to compensate the Company or companies of the INFINIT Group for the damage without undue delay. Any property or health damage will be properly investigated, registered and quantified by the Company or, if necessary, in cooperation with the member of the INFINIT Group. Also, Municipal Police or State Police will be called, as well as emergency service if necessary. Injuries are registered in the Injury Record Book, property damages are registered in the Damage Record Book and lost and found items are registered in the Lost Property Record Book.

4.5. No weapons or other hazardous substances are not allowed on the workplaces of the companies of the INFINIT Group.

4.6. The Infinit Card Holder shall comply these Terms and Conditions.

4.7. The Company may cancel the Infinit Card upon request by the Infinit Card Holder. The Company is entitled to the payment of an administration fee according to the updated price list of the Company for the cancellation of the Infinit Card.

V. Information and consent to personal data processing and use

5.1. By signing the form the Infinit Card Holder (of the main or the subordinate card)/contact person (in the case that the Infinit Card Holder is a legal person) gives consent to the processing of personal data provided by them for the purpose of issuing the Infinit Card (main or subordinate). Providing the personal data under paragraph 2.4. of these Terms and Conditions is a condition for the issuance of the Infinit Card. Personal data of the Holder will be processed for the duration of the membership of Infinit Card Holder in the loyalty scheme related to issuing of Infinit Card until the withdrawal of consent or another termination of the entitlement to processing. The Company may entrust the processing of personal data to third parties as processors. The Holder notes that their personal data may be provided to the members of the INFINIT Group (for the purpose of performance of the contractual relationship) and to the State Administration bodies. The updated list of the companies of the INFINIT Group is available on the website www.infinit.cz. Personal data is processed electronically by automated means, or by non-automated means in paper form by the employees of the companies of the INFINIT group or by the processor's employees if a processor is entrusted. The Holder notes that they have rights in accordance with the applicable legislation, namely Act No. 101/2000 Coll., on the Personal Data Protection, and with the Regulation (EU) No 2016/679 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 (GDPR Regulation).

5.2. The Infinit Card Holder (of the main or subordinate card, as well as Infinit Guest Card) may give consent to processing their personal data under the same conditions for the purposes of

sending commercial communications and offering of goods and services, including sending information about events organized, products and other activities

The consent may be granted by the Holder in a registration form for the purpose of issuing the Infinit Card. The Holder grants their consent voluntarily. Consent granted this way is considered to be a consent granted under the conditions stated in this article

5.3. The Holder notes that they have the right to:

- (i) require access to the personal data concerning them;
The Holder has the right to obtain a confirmation from the Company as to whether or not personal data concerning them are being processed, and, where that is the case, access to the personal data. The Company is obliged to provide a copy of the personal data undergoing processing. For any further copies requested by the Holder, the Company may charge a reasonable fee based on administrative costs.
- (ii) correction of inaccurate data and completion of personal data taking into account the purpose of processing;
- (iii) erasure of personal data (the "right to be forgotten") or the restriction of processing under specified conditions, in particular, where personal data are no longer needed for the purposes they were collected or otherwise processed for, or where the Holder revokes their consent and there is no further legal reason for processing;
- (iv) data transferability
The Holder has the right to obtain personal data concerning them which they provided to the Company, in a structured, commonly used and machine-readable format, and the right to transfer the information to another controller. In exercising this right, the Holder may request that personal data be transferred directly from the Company to another controller if technically feasible.
- (v) object to the processing for marketing purposes;
If the Holder objects to the processing for marketing purposes the Company will terminate the processing of Holder's personal data for this purpose.
- (vi) file a complaint with the Supervisory Authority, i.e. the Office for Personal Data Protection (especially if the Holder has doubts about compliance with rights by the Company as a personal data controller);
- (vii) other rights deriving from the protection of personal data legislation.

5.4. The Holder has the right to withdraw their granted consent at any time for free in writing to the address of the Company or by email to info@infinit.cz. Withdrawal of consent is effective as of its delivery to the Company. Withdrawal of consent is without prejudice to the lawfulness of the processing based on consent before the withdrawal of the consent by the Holder. Withdrawal of consent to processing of personal data under paragraph 2.4. of these Terms and Conditions leads to the termination of membership of the Infinit Card Holder in the loyalty scheme and the Infinit Card cancellation with effect as of the day of the withdrawal of consent. The Company is obliged to return the remaining balance on the Infinit Card of the Holder by the day of Infinit Card cancellation.

5.5. The Company undertakes to implement all appropriate technical and organisational measures to protect the Holder's personal data.

5.6. The Holder/contact person (in the case that the Infinit Card Holder is a legal person) may withdraw their consent to the use of their email address/ telephone number for the purposes of sending commercial communication of the Company and other companies of the INFINIT Group at any time by clicking on the link in the commercial communication or by sending their

demand to unsubscribe to the email address info@infinet.cz or to the address of the registered office of the Company.

VI. Final provisions

6.1. The Company is entitled to amend and complete these Terms and Conditions or the Price list of Services unilaterally. New wording of the Terms and Conditions and of the Price list will be published on the website of the Company: www.infinet.cz, at least 1 month before their effect. If the Holder does not agree with the amendments of Terms and Conditions or of the Price list of Services, they are entitled to terminate this contractual relationship within this period with effect as of the day of delivery of the termination to the Company. If the Holder does not do so, this shall be considered as his approval to the amendments of the Terms and Conditions and to the Price list of Services. By the date of the termination of the contractual relationships the Company is obliged to return the remaining balance on the Infinet Card to the Holder.

6.2. The Czech Trade Inspection Authority, with its seat at Štěpánská 567/15, Prague 2, PC 120 00, ID No.: 00020869, internet address: www.coi.cz, is competent for alternative dispute resolution arising from these Terms and Conditions.

6.3. These Terms and Conditions are in force and effective as of 1.12. 2018.