

TERMS AND CONDITIONS

TERMS AND CONDITIONS OF THE FIT SCHOOL WEBSITE AND THE FIT SCHOOL PROGRAMME

The owner of the website at www.fitschool.pl is the Medicover Foundation with its registered office in Warsaw, Al. Jerozolimskie 96, 00-807 Warsaw, Poland, Tel. No. + 48 22 592 70 00, entered in the register of associations, other social benefit organisations and professional bodies, foundations and public health care institutions and the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, 12th Division of the National Court Register under KRS number: 0000283132, NIP (Taxpayer's Identification No.): 701-009-01-26; REGON (Statistical Registry No.) 411041892.

These Terms and Conditions constitute a framework for participation in the Medicover Foundation's "Fit School" Programme and also contain the terms and conditions for the use of the www.fitschool.se website.

A. GENERAL PROVISIONS

1) Definitions of terms used hereafter:

a) Terms and Conditions – these terms and conditions consisting of a framework for participation in the Medicover Foundation's "FitSchool" Programme and the terms and conditions for the use of the "FitSchool" website, www.fitschool.se;

b) Personal Data – within the meaning of Article 4(1) of 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 ("GDPR"), the term 'Personal Data' means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

c) the Medicover Foundation – the Medicover Foundation with its registered office in Warsaw, Al. Jerozolimskie 96, 00-807 Warsaw, Poland, Tel. No. +48 22 592 70 00, entered in the register of associations, other social benefit organisations and professional bodies, foundations and public health care institutions and the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, 12th Division of the National Court Register under KRS number: 0000283132, NIP (Taxpayer's Identification No.): 701-009-01-26; REGON (Statistical Registry No.) 411041892.

d) the FitSchool Website – a website offering free access to videos with sports workout sessions and an educational platform at www.fitschool.se, owned by the Medicover Foundation;

e) the Programme – the "FitSchool" disease prevention and health promotion programme implemented by the Medicover Foundation; participation in the Programme is free of charge;

f) Programme Participant – a teacher of pre-school education, early childhood education, physical education or a teacher of another specialisation employed in the School / Educational Institution;

g) Programme Partner – a public or non-public primary school within the meaning of the Education Act (Sw. *skollagen* (2010:800)), registered in the Register of Schools and Educational Institutions (hereafter: School or Educational Institution)

h) the Contract – the contract concluded by the User for the use of the FitSchool Website by way of creating an account on the FitSchool Website; the Contract defines the scope of the Services provided to the User;

i) Services – the features and functionalities of the FitSchool website provided to Programme Participants;

j) User – a person who is a Programme Participant and is a party to the Contract and accepts these Terms and Conditions of Service delivery by way of creating an account on the FitSchool Website.

2) By way of creating an account on the FitSchool Website, the User enters into the Contract and accepts these Terms and Conditions.

3) The Contract shall be concluded in accordance with Polish law and in the English language.

4) These Terms and Conditions are an integral part of the Contract and cover the Services offered by the Medicovert Foundation under the Programme and the use of the FitSchool Website by the Programme Participants.

5) The Medicovert Foundation shall be liable for any defects in the Services delivered in accordance with the general provisions of law.

B. PROGRAMME GOALS AND OBJECTIVES

1) The primary rationale for the Programme is the identified need to increase the level of physical activity in children at pre-school and early primary school age (i.e., the key developmental period in children).

2) The Programme's target users are natural persons responsible for conducting physical education classes for students in grades 0-3 of primary schools.

3) The main goal of the Programme is to strengthen the health potential of children by increasing their level of physical activity.

4) The specific objectives of the Programme are:

a) Improving cardiorespiratory fitness by increasing the level of moderate and medium intensity exertion (aerobic exercise) to reduce the risk of developing lifestyle diseases.

b) Increasing the strength of the muscular corset to develop correct body posture and to reduce the risk of developing musculoskeletal disorders.

c) Enhancement of the kinaesthetic sense (proprioception) to improve hand-eye coordination.

d) Improvement of motor skills through increased levels of general fitness exercise to develop motor skills and reduce the risk of injury.

e) Increasing the children's knowledge of the relationship between exercise and health to develop an attitude of personal responsibility for one's own health.

f) Expanding the competences of physical education teachers to enable them to perform the role of health mentors.

g) Increasing the perceived prestige of the work of physical education teacher to emphasize the importance of their work for the development of healthy younger generations.

h) Increasing the competences of parents and carers as regards parenting for health.

C. PROCESSING AND SECURITY OF PERSONAL DATA

1) The controller of personal data of Users of the FitSchool website is the Medicovert Foundation with its registered office in Warsaw, Al. Jerozolimskie 96 (hereinafter: the Foundation, we / us).

You can contact us as follows:

- by mail, using the following address: the Medicovert Foundation, al. Jerozolimskie 96, 00-807 Warsaw

- by e-mail, using the following e-mail address: kontakt@fitschool.pl

2) We have appointed a Data Protection Officer (DPO). The DPO is the person you can contact if you have any queries regarding all matters concerning the processing of your personal data and the exercise of your rights in relation to data processing. You can contact the DPO as follows:

- by mail, using the following address: Natalia Jagiełło, Data Protection Officer, the Medcover Foundation, Al. Jerozolimskie 96, 00-807 Warsaw
- by e-mail, using the following e-mail address: iod.fundacja@medicover.pl

3) We may collect personal data concerning you by means of forms or in connection with the activity on your account on the FitSchool Website. Your personal data can also be sourced if you write to us using your contact details provided on the Fit School website / in these Terms and Conditions.

4) Your personal data may be used by us to:

- allow you to join the Programme on behalf of your School / Educational Institution if you are the School's Representative;
- enable you to set up an account and use the functionalities of the FitSchool Website as a User of the Service,
- give you access to online training, webinars and educational material accessible for you as a User of the FitSchool Website,
- handle a complaint made by you,
- conduct a satisfaction survey on your participation in the Programme and concerning your use of the FitSchool Website (including based on profiling),
- provide you with educational material and material that promotes our activities and services.

5) The legal bases for processing your data are:

- Your consent,
- the Contract for the provision of the FitSchool website Services by electronic means,
- relevant provisions of law,
- the legitimate interest of the data controller, which is: the promotion of our activities, pursuing claims and defence against claims, the verification of your satisfaction with your participation in the Programme and your behaviour on the FitSchool website (including profiling).

6) Based on your personal data, we carry out profiling, i.e., automated assessment of certain personal aspects relating to you. We will refer to the result of this assessment hereafter as the profile. We carry out the profiling to choose the right communication and promotional materials presenting the activity of the data controller. Based on your profile, we will select appropriate content for informational and promotional material sent to you. When profiling, we use the following data: first name, surname, age, gender, education and academic degree, locality, source of data. In addition, when profiling, we take into account statistical data on your behaviour on our websites.

7) The data we process based on your consent, will be processed until you revoke your consent and for the period specified in the law and in the Contract, until the Contract's termination and, in the case of data processing for the legitimate interest of the controller, until an effective objection to such processing is filed.

8) We will transfer your personal data:

- to entities processing data in order to provide services to the Foundation (e.g., IT support service providers, hosting providers),
- to entities authorised by law (e.g., courts),

- to those you have authorised to receive your data (e.g., in the form of a power of attorney).

9) You have the following rights in relation to the processing of your personal data:

- a) the right to object to the processing of your data on the grounds of your exceptional situation – in cases where we process your data on the basis of our legitimate interest,
- b) the right to withdraw your consent,
- c) the right to access your personal data,
- d) The right to request the rectification of your personal data,
- e) The right to request the deletion of your personal data, unless we are obliged by law to process them,
- f) The right to request the restriction of the processing of your personal data,
- g) The right to portability of your personal data,
- h) the right to object to the processing of data for the purposes of marketing.

To exercise these rights, please contact our Data Protection Officer at: iod.fundacja@medicover.pl

10) The right to lodge a complaint with the relevant authority.

You also have the right to lodge a complaint with the state authority in charge of personal data protection, i.e., the President of the Office for Personal Data Protection.

11) Your provision of personal data is voluntary but indispensable for you to be able to take part in the Programme.

12) We make every effort to ensure that the measures we use safeguard the personal data and privacy of data subjects. We use appropriate organisational and technical measures to safeguard the data processed against unauthorised access, removal by unauthorised persons, destruction, loss, damage or alteration, and processing which does not comply with the provisions of generally applicable law. The selection of the measures we use is the result of our risk analysis and assessment of the effects of the processing.

D. THE TERMS AND CONDITIONS OF THE FITSCHOOL WEBSITE

TECHNICAL CONDITIONS AND REQUIREMENTS

1) In order to use the Services of the FitSchool Website, it is necessary for you to meet all of the following conditions and requirements:

- a) having an active e-mail account;
- b) having access to a web browsing device;
- c) active connection of the device referred to in b) to the Internet;
- d) a properly installed web browser from the following list: Safari 12.1.2 or newer, Google Chrome version 84, Firefox version 69 or newer, Microsoft Edge version 84 or newer;
- e) Cookie acceptance activated in the web browser;
- f) in addition, in the case of the playback of instructional videos, to ensure uninterrupted audio and video playback, an internet data throughput of at least 2MB/s (downstream) and 256 kbit/s (upstream) is required.

2) If you wish to use the website on a mobile device, you must have a phone or a tablet running on iOS version 9.0 or newer, or Android 7.0 or newer.

3) The Medcover Foundation hereby informs you that the use of the Services of the FitSchool Website is also possible when using a device with operating systems or web browsers other than the ones indicated above; however, please be informed that in such cases there may be difficulties in using the Services of the FitSchool Website for technological and technical reasons.

FORMAL REQUIREMENTS

4) A User can only be a natural person who:

- a) has reached the age of 18 (eighteen) and is not fully incapacitated;
- b) is a professionally active teacher of pre-school education, physical education, early childhood education, or a teacher of a different specialisation, employed in a primary school that is a Programme Partner;
- c) has read and accepted these Terms and Conditions by way of creating an account.

5) In order to create an account, the User is required to:

- a) complete the registration form on the Fit School Website;
- b) select the school where he/she is employed, and which is a Programme Partner from the list of educational institutions in the User's registration panel.
- c) read and accept these Terms and Conditions;
- d) complete the two-step account activation process on the FitSchool Website by confirming the intention to participate in the Programme by clicking on the activation link received at the e-mail address provided by the User during the registration process.

6) The Services of the FitSchool Website are only available to Users who have set up an account on the FitSchool Website and therefore have agreed to participate in the Programme and enter into the Contract.

7) An account on the FitSchool Website may only be held by a User who has completed the registration form and, in particular, has indicated and confirmed the address of the active e-mail account that he or she uses for correspondence on matters relating to the use of the FitSchool Website Services.

SCOPE OF SERVICES AVAILABLE TO PROGRAMME PARTICIPANTS WHO ARE USERS

9) The teacher's panel on the FitSchool Website provides access to the following Services:

- a) Free access to an online database of workout videos;
- b) Free access to online training - e-learning courses, webinars and educational materials;
- c) Certificate download upon completion of the training course.

10) The workout videos that the Programme Participant will be able to use include:

a) 30-minute workouts videos – these are for 30-minute exercise sessions featuring moderate to high intensity exercises as an essential part of a healthy lifestyle, as recommended by the WHO.

The 30-minute workouts can be used to:

- conduct physical education classes;
- provide extra-curricular exercise sessions;
- serve as material for classes where the teacher is absent and a substitution is required.

b) 3-minute workouts – these are 3-minute in-class exercise sessions to boost students' focus and oxygenate the body.

The 3-minute workouts can be used to:

- fill breaks between classes;
- carry out short ad hoc sessions in the middle of classes.

E. GENERAL TERMS AND CONDITIONS FOR THE USE OF THE FITSCHOOL WEBSITE

- 1) The User is obliged to provide the Medcover Foundation with truthful data concerning him/herself; based on this data the Medcover Foundation assesses the User's compliance with the formal requirements necessary for Service provision through the FitSchool Website. The User is also obliged to make changes to the data only in such a way that the data remains truthful and reflects the current status.
 - 2) The User is obliged to protect the confidentiality of the information allowing his/her access to the account on the FitSchool Website, in particular by not disclosing this information to any third parties.
 - 3) The User is obliged to use only his/her own account on the FitSchool Website. He/she is not permitted to share his or her account on the Fit School Service for use by any third parties.
 - 4) The Services of the FitSchool Website provided by the Medcover Foundation are intended exclusively for Users' own use and for personal instruction during the workout sessions, and may not be used in part or in full for any other purposes, in particular for any advisory, informative, comparative or illustrative purposes.
 - 5) The User gains access to the workout videos after having learnt the three mandatory training courses available in the training panel of the FitSchool Website.
 - 6) The User is obliged to use the Services of the FitSchool Website exclusively in accordance with these Terms and Conditions, applicable laws and principles of good conduct in the use of the Internet and services provided through it.
 - 7) The User, in the course of using the Services of the FitSchool Website, is not allowed to use: any illegal material or content, including content that infringes the rights of the Foundation or third parties; any offensive, vulgar or obscene content; or any content that violates the principles of good social conduct or good manners. In particular, the User must not:
 - a) define his/her unique user name in such a way that it constitutes, even if only phonetically or in another language, in part or in whole, an offensive, vulgar or obscene expression or an offence against religious feelings;
 - b) misuse electronic means of communication in such a way as to cause loss of stability of operation or overloading of ICT systems directly or indirectly involved in the provision of the FitSchool Website Services;
 - c) download and distribute videos posted on the Fit School Website to conduct sports classes outside the Programme.
- The User may only use the materials available on the FitSchool Website in the Programme Partner's School / Educational Institution to which their individual account is linked. It is forbidden to use the materials available on the FitSchool Website in classes and exercise sessions that are paid for by their participants.
- 8) If the User cooperates with more than one Educational Institution, he/she is obliged to set up separate accounts for each of them. Each of these accounts must be linked to a separate, active Programme Partner.
 - 9) The User must not, including by using the FitSchool Website Services in any way, encourage other Users to bypass the FitSchool Website, make public any materials or information to which the Medcover Foundation is entitled by property rights, publish the addresses of websites offering services competitive to the Services of the FitSchool Website, carry out sales, solicitation or advertising, including pointing to the addresses of websites containing information competitive to FitSchool, and deliberately mislead interested parties on matters relating in any way to the use of the FitSchool Programme and the FitSchool Website.
 - 10) The Medcover Foundation hereby reserves the right to block or delete a User's account for unlawful activities or violation or even partial violation of these Terms and Conditions.

F. INTELLECTUAL PROPERTY RIGHTS

The Medcover Foundation, or its license providers, hold all intellectual property rights and other rights attributable to the FitSchool Website, the Service and the Programme, their content, and any ancillary services. For the avoidance of doubt, this includes but is not limited to copyright, trademarks, know-how, design or other intellectual property rights in relation to the FitSchool Website, the Service and the Programme. Subject to the Contract (including these Terms and Conditions), each User is granted a time limited, non-exclusive and non-transferable right to use the FitSchool Website and the Service. No intellectual property rights shall be transferred through the Contract. The User may not in any other way than what is expressly permitted in these Terms and Conditions, use, sell, copy, modify, sublicense or distribute any part of the FitSchool Website and the Service or any intellectual property rights related thereto. The User may not decompile or disassemble the FitSchool Website or the Service or by any other means recreate the source code.

G. TERMINATION AND WITHDRAWAL FROM THE CONTRACT

1) The User can withdraw from the Programme at any time.

In order to resign from the Programme and to delete your account from the FitSchool Website, you must send an email with your withdrawal notification to: kontakt@fitschool.pl.

2) Your account will be deleted from the FitSchool Website as soon as possible and no later than within 5 calendar days of receiving the notification.

3) In the event of a breach of these Terms and Conditions by a User, the Medcover Foundation reserves the right to delete the User's account with immediate effect, of which the User will be informed by email.

4) If you wish to withdraw from the Programme by sending an e-mail, the notification must be sent from the email address that you used to create your account on the FitSchool Website.

H. AMENDMENTS TO THESE TERMS AND CONDITIONS

1) The Medcover Foundation reserves the right to make changes to these Terms and Conditions for important reasons, such as improving existing functionalities or features, adding new functionalities or features to the FitSchool Website, implementing of new scientific and technological solutions, or reasonable technical adjustments to the Service, ensuring the functionality or security of the FitSchool Website, and for reasons due to legal or regulatory provisions. When significant changes are about to be made to these Terms and Conditions, the Medcover Foundation will notify Users of these changes in a manner that is clear and appropriate to the circumstances, such as by displaying a clearly visible notice on the FitSchool Website or by sending an email. Notification will be given in advance and the User's continued use of the FitSchool Website will require prior re-acceptance of the modified Terms and Conditions. We therefore ask you to carefully read any notifications we send to you.

2) The amended Terms and Conditions will be openly available at www.fitschool.se for all FitSchool Website Users. Any amendment to these Terms and Conditions shall come into effect after 14 days from its publication on the FitSchool Website.

I. CONTACT DETAILS AND COMPLAINTS

1) Any queries, suggestions, and notifications of issues encountered while using the FitSchool Website as well as any complaints resulting from the use of the FitSchool Website can be sent by the User via e-mail to: kontakt@fitschool.pl.

2) The complaint will be processed within 10 calendar days from the date of receipt of all the data necessary to handle the complaint.

3) The competent court for disputes arising from the Contract shall be the court having jurisdiction over the defendant's registered office or place of residence.

J. FINAL PROVISIONS

1) Notwithstanding any other provisions of these Terms and Conditions, the Services will not be provided if:

a) The User provides incorrect or false data during registration;

b) The Medcover Foundation decides that there is a suspicion that the User is acting in violation of these Terms and Conditions, the provisions of law or misuses the rights arising therefrom, in particular when the User uses someone else's personal information or impersonates someone to access the FitSchool Website.

2) The Medcover Foundation has the right to use the anonymous statistical data collected in the Programme and through the FitSchool Website for the purposes of its statutory activities, including communication and public promotion of the Programme, in particular vis-à-vis local governments, public institutions; moreover, the Medcover Foundation has the right to share these anonymous statistical data with public institutions.

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