

Terms and Conditions of 'Katowice Resident Card <KRC>' Program

Chapter 1. GENERAL PROVISIONS

1. These terms and conditions define issuance of the Card and use of "Katowice Resident Card" Program.
2. Users are required to read and accept these term and conditions at the time of providing the identification data necessary to receive KRC at the latest which is a requirement for the conclusion of the Agreement and receiving KRC as well as to comply with its provisions throughout the duration of the Agreement.
3. These terms and conditions are available on the Website of the Program and in the Customer Service Office.
4. The organizer of 'Katowice Resident Card' Program is Katowice City.
5. The parties to the Agreement of the Katowice Resident Card are Katowice City and the User.

Chapter 2. DEFINITIONS

Terms and conditions which start with a capital letter shall have the following meaning; terms and conditions in singular also apply to terms and conditions in plural and vice versa:

1. **Merchant** - Katowice City, an organizational entity of Katowice City (in particular: a cultural, sport or recreational entity), Partner or other entity which enables creating a Virtual KRC card;
2. **An internet application** - an application launched in the User's web browser to set up a card and manage the User's account;
3. **A mobile application** - an application for mobile devices downloaded from the online store Google Play and App Store, installed on a mobile phone (smartphone) or other compatible electronic device of the User which enables the creation of the card and account managing;
4. **Customer Service** - Customer Service Office for KRC. Up-to-date contact details and addresses as well as days and hours of Customer services are provided on the website;
5. **A password** - a user-defined four-digit password for logging into the KRC account;
6. **A plastic card** - a personalized plastic electronic card which lets the KRC User exercise ones' rights;
7. **A virtual card** - rights of KRC User assigned to one or more payment cards of the User;
8. **Katowice Resident Card or KRC or Card** - virtual card, M-card or plastic Card launched by Katowice City in cooperation with the Contractor. It entitles its User to discounts and preferential services offered by Merchant and Partners, according to the current list on the Program website. KRC is also a library card for the Municipal Library in Katowice City;
9. **Password** - a sequence of characters defined by the User or PESEL number of the User or the number of the User Card (used interchangeably), for logging into the User's KRC account;
10. **Katowice** – the city of Katowice, City Hall based in Katowice (40-098), ul. Młyńska 4;
11. **M-card** - a virtual card confirming the rights of the KRC User in the Mobile Application. The M-card is a virtual equivalent of a plastic card;
12. **Partner** - an organizational unit of Katowice, a unit or public institution, private entity conducting business activity, sports club, NGO which grants discounts, preferential services and rights to KRC Users;
13. **Terms and Conditions** - terms and conditions of the "Katowice Resident Card" Program;
14. **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;
15. **Program website** - the website of the 'Katowice Resident Card' Program available at <https://kkm.katowice.eu>;
16. **KCH/ UMK** - Katowice City Hall <Urząd Miasta Katowice>;

17. **Card Use Agreement or Agreement** – Terms and Conditions accepted by the User;
18. **User** - a natural person who concluded the Card Use Agreement;
19. **Contractor** - Grupa "LEW" S.A. based in Częstochowa (42-215), ul. Brzeźnicka 46b, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Częstochowa, XIII Commercial Division of the National Court Register, under KRS: 0000425958, NIP: 9491761930, with share capital and paid in: PLN 1,431,000.00.

Chapter 3. KRC ISSUANCE

1. KRC can be issued as:

- 1) M-card (downloaded via the application or from the website);
- 2) Virtual card, assigned to one or more of the User's payment cards;
- 3) Plastic card - its template is attached as **Appendix 1** to these Regulations.

2. The User may receive only one KRC number, and they can simultaneously and interchangeably use all forms of KRC, referred to in point 1.

3. KRC is issued:

- a) via the Application (only a M-card);
- b) via the Mobile Application (only a M-card);
- c) at selected retail outlets via a payment terminal (only a virtual card);
- d) at Customer Service Office (a Plastic card, Virtual card, M-card);

after entering the User's data and confirming their entitlements for KRC (KRC activation).

The template of the application for the KRC is attached as **Appendix 2** to these terms and conditions.

4. Residents of Katowice can obtain an M-card via the Mobile Application or the Internet Application. It is possible to activate several Users' M-cards via the Mobile Application on one mobile device or via one account in the Internet Application (e.g. cards of several members of the User's family).

5. To issue KRC to a person who settles income tax for natural persons it is necessary to attach for inspection: the first page of the tax return for the previous year - certified by the 1st or 2nd Tax Office in Katowice or a certificate issued by the Tax Office on paying tax in Katowice, or in the case of an online tax return - the first page of tax income return together with OCR <UPO> (official confirmation of reception).

- persons who settle income tax show, depending on their situation, the first page of the of their tax return: PIT-16A, PIT-19A, PIT-28, PIT-36, PIT-36L, PIT-37, PIT-38, PIT-OP, PIT-R or other (with confirmation that the document was submitted to the Tax Office in Katowice - stamp of receipt) or, if the PIT return was submitted through the internet, a UPO (official certificate of receipt),

- retired persons and pensioners show the first page of their PIT-40A or PIT-OP (with a confirmation that the document has been submitted in the Tax Office in Katowice - stamp of receipt) or, if they submit their PIT return via the Internet, UPO (official confirmation of receipt),

- persons whose taxes are settled by an employer show the first page of PIT-40 or PIT-OP together with UPO (official confirmation of receipt)

6. Students registered for temporary residence at a university are granted Katowice Resident Card <KRC/ KKM) upon presentation of their current student ID card and attaching, to the application for KRC, a confirmation of studying (Attachment No. 1 to the application for KRC).

7. Granting KRC to a person registered for temporary residence in Katowice, who is under 26 and exempt from the obligation to pay personal income tax (so-called "relief for young people") is granted after submitting an application KRC and presenting PIT-11 tax information on income, submitted to the 1st or 2nd Tax Office in Katowice.

8. Granting KRC to a person staying at a 24-hour social welfare facility in Katowice is possible after submitting an application for KRC. Once it has been submitted the employees of the Customer Service Office ask the Municipal Social Welfare Centre to confirm the stay of a person in the facility. After it is confirmed by Social Welfare Centre, the Customer Service Office grants the Card to the person and informs him/her about the possibility of its collection.

9. To get discounts dedicated to large families, the User needs to have a valid Large Family Card and, in the KRC application they have to indicate the number and expiry date of their Large Family Card and the members. Only Customer Service Office at ul. Pocztowa 5 grants discounts dedicated to large families.

10. To use the Mobile Application the User must install it on the mobile phone (smartphone) or other compatible electronic device of the User. To use the Mobile Application correctly, the electronic device with the mobile application must be compatible with the parameters defined in the App Store or Google Play.

11. To use the Internet Application correctly, the IT infrastructure of the User's device must be compatible with the following browsers, at least Google Chrome 75, Mozilla Firefox 68, Safari 12, Microsoft Edge 40, Internet Explorer 11, Opera 62 and more recent versions.

12. The virtual card can be assigned to the User's payment card, if equipped with the contactless payment function issued by any bank with payment cards in Poland. It is possible to assign one KRC to many cards which belong to one User. Only one payment card can be assigned to KRC. Assigning KRC to a payment card is possible with help of the Merchants appointed by City Hall. A resident who does not yet have KRC, may obtain a Virtual Card from the Merchant only when he / she is registered as a resident in Katowice.

13. To get KRC without the need to visit the Customer Service Office, the future User must be registered as a resident in Katowice and undergo verification of their eligibility for KRC. If the KRC is not activated automatically or the User is not registered as a resident in Katowice, the User can get KRC only in Customer Service Office once their data is verified.

14. A plastic card is issued at the User's request only at the Customer Service Office, as a personalized card, with the User's name and surname printed on it.

15. KRC is valid only with a photo document which confirms the User's identity.

In case of the minors who do not have a photo ID, a document which confirms their identity is the document of the parent / legal guardian, or in the case of children staying in children's home in Katowice – a certificate issued by the facility.

16. A KRC user may be a natural person who meets at least one of the following conditions:

- a) is registered as a resident in Katowice;
- b) is registered for temporary stay in Katowice and settles personal income tax in Katowice;
- c) settles the personal income tax in Katowice;
- d) stays in children's home in Katowice (up to the 18),
- e) is an educator or director of such an institution.
- f) is a student of a university or college with temporary residence in Katowice,
- g) is a person registered for temporary residence in Katowice and is under 26,
- h) is a person staying in a 24-hour social assistance facility in Katowice.

Children younger than 18, mentioned in a-c points are have the right to use the Card.

17. KRC can be issued to citizens of Poland and foreigners who meet the conditions for KRC in point 16.

18. An application for KRC can be submitted

- a) in case of a natural person who has full legal capacity: either personally or by a proxy,
- b) in case of a person without full legal capacity: either by a parent or a legal guardian,
- c) on behalf of a person in the children's home and tutors in those institutions: by directors of those institutions.

19. If the Card Use Agreement is concluded by a proxy, the power of attorney should cover at least the authorization to submit the application for KRC issuance and the conclusion of the Card Use Agreement and should be granted at least in writing.

20. Before concluding the Card Use Agreement, the User provides the following data:

- a) the name and surname;
- b) PESEL, or in the absence thereof, the date of birth;
- c) the telephone number and / or an e-mail of the User together a preferred channel of communication;

Failure to provide information about the telephone number or e-mail address does not result in the loss of entitlement to KRC.

d) optionally: in case of the members of a large family: an expiry date and number of the national Large Family Card.

21. The KRC account is secured with the User's Login and Password created by the User during the application process for KRC.

22. The User concludes the Card Use Agreement with Katowice City at the moment of:

- a) card activation in the Mobile Application or the Internet Application;
- b) assigning (activating) the Virtual Card to the User's payment card on the Merchant's payment terminal;
- c) issuing an active plastic card.

Chapter 4. TERMS AND CONDITIONS OF KRC USE

1. The Katowice Resident Card is issued as a personalized card. It means that it is assigned to its User and may only be used by that User. To get a discount, allowance, preferences or entitlements, the User must show the Card to the Merchant or Partner when paying / purchasing a ticket to the institution / for at event or during the ticket inspection. Moreover, the User must present an ID with a photo. A person who does not have KRC on them in any form (Plastic card, Virtual card, M card) or an identity document will not be entitled to a discount. In case of minors who do not have a photo ID, a document confirming their identity is the document of the parent / legal guardian, or in case of children staying in a children's home in Katowice: a certificate issued by the facility.

2. KRC is issued free of charge.

3. KRC confirms the User's entitlement to specific discounts, offers, preferences or rights at Card's Merchants and the number of discounts may be different for different Users. Discounts may be limited at a given time or for a given service. Information in this regard will be posted on the Program Website.

4. To have the entitlements to KRC discounts for seniors 60+ verified by Program Partner, the User must present the current KRC along with with ID card. The have the entitlements to discounts for large families verified by the Program Partner, the User must present the current KRC and Large Family Card.

5. To have the Program entitlements for discounts for seniors 60+ and large families verified by the Merchant, the User must present the current KRC.

6. KRC is neither a payment tool (e-wallet) nor a loyalty card to collect points.

7. The User can manage KRC with help of the KRC account created in the Internet Application or Mobile Application. The web application and mobile application enable KRC Users to:

- a) access information about current prices and discounts as well as temporary promotions and discount campaigns;
- b) display the discounts offered to the KRC User;
- c) display the validity of KRC entitlements;
- d) change the Password and Login;

- e) check the personal data of the KRC User;
- f) activate and deactivate the M-card;
- g) block KRC and submit an application for re-issuance of KRC;
- h) download the history of transactions made with KRC;
- i) communicate with Customer Service Office in matters related to KRC (sending and receiving messages);
- j) request an account deletion / data anonymization;
- k) perform the activities described in point (a) a-j above for members families on the family account (family account - see point 6).

8. For the minors to use KRC safely and to enable the control parental, it is possible to create a family account in the Internet Application or phone Application where the User will be able to access information about the use of KRC by those who are subject to their parental authority, custody or guardianship, spouse or partner (with their consent). Family accounts are the groups of KRC Users' accounts which help manage KRC within the family and quickly verify the entitlements (the family account does not exempt from the obligation to identify every person with help of a ID document). To connect KRC accounts within the family account, the User can enter a maximum of two KRC card numbers of people with whom they want to share the account. The User with the given KRC card number must accept this link. It can only be withdrawn by the sharing person.

9. KRC is issued for an indefinite period but the entitlements for discounts are the subject for restrictions. Validity of the entitlement to discounts is two years from the date of KRC issuance, with the possibility of renewal. If a User is registered as a permanent resident in Katowice, the extension of the discount period is automatic. Otherwise, the User or their representative / the parent / legal guardian can only renew it in the Customer Service Office.

Chapter 5. DUTIES OF THE USER AND CITY. RESPONSIBILITY

1. The User is obliged to use the KRC in accordance with the terms and conditions, existing applicable laws as well as rules of the social coexistence.
2. The User is obliged to use the Card wisely and not to disclose it to the unauthorized persons.
3. The User is obliged to protect his / her credentials, in particular the Login and Password to prevent the unauthorized access.
4. In the event of disclosure or suspected disclosure of the data, mentioned in point 3, to unauthorized persons, the loss or damage of the payment card which the virtual card is assigned to, the loss or damage of plastic card, device where the M-card is installed or where the Internet Application opens, only its User is authorized to take steps to change the data or block it.
5. To block KRC, the User or proxy / parent / legal guardian of the User, on top of the actions from point 4, can do the above-mentioned personally in the Customer Service Office.
6. Katowice City and the Contractor shall not be liable for any damage caused the use of KRC, including those that occurred as a result of the event in point 4, until KRC is blocked. For any damage that occurred during this period the KRC User is held responsible.
7. Removal of the KRC User account means suspending KRC and terminating the Card Use Agreement.
8. In the event of destruction, damage or loss of the Card, the User or their representative, applies for a duplicate. The issuance of a duplicate Plastic Card is subject to a fee according to the rate adopted by the resolution of the Katowice City Council and presented on the Program Website.
9. To receive KRC again or its duplicate, the User or his the attorney / parent / legal guardian personally comes to the Customer Service Office.
10. Katowice is not responsible for the User's culpable actions which breach the terms and conditions or provisions of generally applicable law.

Chapter 6. TERMINATION OF THE AGREEMENT

1. The Card Use Agreement is concluded for an indefinite period of time.
2. Submitting the account closing letter by the User means termination of the Card Use Agreement and blocking KRC, deleting the User's account and termination of the Agreement which takes effect on the day of submitting the account closing letter. The template of the letter is attached as an **Annex 3** to those terms and conditions. The letter can be submitted:
 - a) via the Mobile Application or the Internet Application: after deleting the account of the User;
 - b) in writing - personally in the Customer Service Office or by post addressed to the Katowice City Hall:
Katowice City Hall
KRC Customer Service Office
ul. Młyńska 4, 40-098 Katowice.
2. The city has the right to terminate the Agreement at any time with immediate effect in the event of a culpable, gross violation of the provisions of the terms and regulations by the User. The city is entitled to this right from the moment it is aware of the gross violation of the provisions by the User.
3. The City has the right to terminate the Agreement if the User loses his/her rights to the Agreement which are listed in Chapter 3 (11) at the end of the one month notice period. The right to terminate the Agreement arises from the date of receiving the news about the reason for termination.

Chapter 7. CHANGE TO THE TERMS AND CONDITIONS

1. The User can read the current Terms and Conditions available on the Program Website and in Customer Service Office.
2. Katowice City Hall informs the User about each change to the terms and conditions on the Program website and in Customer Service Office no later than 7 days before the amendment comes into force.
3. If the User did not submit a letter with objections the day before the amendment comes into force, it is considered that the User has consented to the change. Raising an objection is possible only in the form specified in Chapter 6 (2) and equals termination of the Agreement on the day preceding the day of the proposed amendment coming into force.

Chapter 8. GDPR

1. Processing the User's personal data follows the terms specified in 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 (General Data Protection Regulation).
2. Detailed information on the Users' personal data processing can be found in **Annex 4** to these terms and conditions.
3. The administrator of personal data of KRC Users is the Mayor of Katowice.