

Benify Health challenge terms and conditions

These terms and conditions apply between Benify and an Employee (as defined below) for use of the Benify Health challenge (hereinafter referred to as the 'Application') which is an extension in the Benify platform. These terms and conditions complement the terms of use for the Benify platform.

1. General

The application is intended for the use of the Employer's employees (hereinafter the 'Employees').

A precondition for the use of the application is that the Employee has access to the Benify platform. Using the Application is free of charge for the Employees.

By using the Application, the Employee agrees to these terms and conditions and undertakes to comply with them.

2. Content of the application

The Application connects physical activity with incentives, with the purpose to engage and increase physical activity among Employees.

In the Application, the Employee can:

- activate the Health challenge and use it to see an estimate of benefits the Employee gets from being active
- get discounts on health-promoting products and services

The Employer is not liable for any content of the application other than information about the Employee's employment.

The content of the Application may be continuously updated, and is subject to change without prior notification.

3. Processing of personal data

The Employer acts as the data controller for the processing of personal data as described in the Privacy Policy of the application.

Benify acts as the data processor and processes personal data only on behalf of the Employer.

Benify is not responsible for the processing of personal data by third parties as independent controllers, and the privacy policy of each third party applies to such processing.

Third parties collecting personal data are indicated in the Applications Privacy Policy, which also includes links to third-party privacy policies.

4. Logging in to the application

Logging in to the Benify platform requires BankID (electronic identification) or user credentials.

5. Third-party services

Activating the Application requires use of the Google Fit application. The Google Fit application is provided by Google Ireland Limited and is subject to the terms and conditions applied by Google to the application at any given time. Such terms and conditions are available in the Google Fit application.

Benify acts as the technical implementer of the application and calculates an Employee's activity level based on activity data collected from third parties, on the basis of which the Employer determines any incentives.

Sharing activity data from devices is voluntary for them Employee. However, without sharing activity data, it is not possible to calculate the activity level, and the Employer cannot offer a possible incentive.

The application imports so called Google heart points (MET value) from Google FIT, for more information on how MET values are calculated, please see (link to <https://support.google.com/fit/answer/7619539?co=GENIE.Platform%3DAndroid&hl=en#zippy=%2Cchow-to-earn-heart-points%2Cconverting-exercise-into-points> <https://support.google.com/fit/answer/6075066>) .

Benify is not liable for third party services or products, their contents or any errors or defects in such services or products.

6. Permitted use and user rights

Benify grants the Employee a limited right to use the application and its contents, provided that the Employee complies with these terms and conditions. The restricted right expressly includes the rights described in these terms and conditions, including restrictions.

The application and its contents may only be used for personal, non-commercial use. The application may not be used in violation of the law or generally accepted practice. The Employee shall not:

- interfere with the operation of the application or the ability of other users to access the application
- bypass the Application's security features
- provide misinformation about themselves or other persons
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- for commercial purposes or purposes that violate generally accepted practice, distribute, publish or display the application or its contents
- copy, save, reproduce or move the application
- The Employee is responsible for the devices at their disposal and their software, and for their telecommunication network.

Other than actual activity data may not be shared with the Application. The activity data provided shall be based on the Employee's personal and actual physical activity.

An Employee can discontinue the use of the application at any time. Please note that discontinuing the use of and deleting the application do not automatically constitute an opt out from the Benify health challenge. To end participation and stop sharing activity data the Employee must click the button "*Remove connection to Google Fit*" to stop sharing activity data. This button is found on the landing page of the Benify Health Challenge.

7. Communications

Benify and/or the Employer may communicate information to the Employees which is relevant for use of the Application.

9. Updates to these terms and conditions

Benify has the right to change these terms and conditions and the instructions for the use of the Application. Please read the terms and conditions carefully whenever they have been updated. We intend to notify users of any significant changes to the terms and conditions in the application. By continuing to use the Application, the Employees agree to these changes.