



General provisions

§ 1

1. Pursuant to article 8 (1) (1) of the Act on providing services by electronic means of 18 July 2002 (Journal of Laws of 2020, item 344 as amended), Generali Życie Towarzystwo Ubezpieczeń S.A. with its registered office in Warsaw (hereinafter referred to as the **"Insurance Company"**), Generali Otwarty Fundusz Emerytalny (hereinafter referred to as the **"OFE"**) and Generali Dobrowolny Fundusz Emerytalny (hereinafter referred to as the **"DFE"**) represented by Generali Powszechne Towarzystwo Emerytalne S.A. with its registered office in Warsaw, establish this Rules and regulations of providing services by electronic means which are a part of Customer Account information-transaction service (hereinafter referred to as the **"Rules"**).
2. If the Customer submits a declaration on acceptance of the Rules and begins to use the Services provided, respectively, by the Insurance Company, the OFE or the DFE (covered by the Rules), it is considered as acceptance of the terms and conditions of these Rules and, consequently, conclusion of the Agreement, respectively, with the Insurance Company, the OFE or the DFE. The Rules constitute an integral part of the Agreement concluded with the User.
3. The Rules are available, inter alia, at konto.generali.pl website during the registration process and after logging in to the Customer Account in "Documents to download" tab.
4. The Rules are made available free of charge in a form which enables downloading, opening, saving and printing.
5. The User is obligated to observe the provisions of the Rules and detailed instructions placed on the Customer Account website.
6. The User is not allowed to send illegal, offensive, untrue or misleading information or contents as well as ones containing viruses or ones which may cause computer system disturbance or failure.
7. In case of sending the contents specified in 6 above, the Service Providers may seek compensation directly from the User pursuant to the provisions of the Polish Civil Code.
8. Generali Finance sp. z o.o. with its registered office in Warsaw is the administrator of the Customer Account information-transaction service at konto.generali.pl.
9. The following terms whenever used in these Rules shall have the meanings specified below:
 - 1) **Service Administrator** – Generali Finance sp. z o.o. with its registered office in Warsaw at the following address: ul. Senatorska 18, 00-082 Warsaw, provider of the Customer Account information-transaction service acting on behalf of the Insurance Company, the OFE and the DFE;
 - 2) **OFE Participant** – a natural person who entered into a fund participation agreement with Generali Otwarty Fundusz Emerytalny (Generali Open Pension Fund) or a person for whom an account was opened in Generali Otwarty Fundusz Emerytalny;
 - 3) **DFE Participant** – a natural person who entered into an IKE participation agreement or IKZE participation agreement with Generali Dobrowolny Fundusz Emerytalny
 - 4) **DFE** - Generali Dobrowolny Fundusz Emerytalny managed and represented by Generali Powszechne Towarzystwo Emerytalne Spółka Akcyjna with its registered office in Warsaw, address: 00-082 Warsaw, ul. Senatorska 18, entered into the National Court Register under KRS number 0000008579, maintained by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register, with a paid-up share capital of PLN 78,000,000, a member of the Generali Group entered into the IVASS Register of Insurance Groups,
 - 5) **Password** – a sequence of characters defined by the User which, in combination with the Login, is used for authorization of the Customer Account User. A password must contain between 8 and 64 characters including at least one lowercase and one uppercase letter and at least one digit but it cannot contain spaces or Polish diacritic letters;
 - 6) **Identifier** – a sequence of characters used for identification of the User during the Customer Account registration process e.g. PESEL (Polish personal identity number), NIP (Polish tax identification number) or passport number;
 - 7) **IKE** – individual pension account;
 - 8) **IKZE** – individual pension security account;
 - 9) **Customer of the Insurance Company** - a Policyholder (a natural person, legal person or entity without legal personality which has concluded a life insurance agreement with the Insurance Company) or an Insured person (a natural person for whose benefit a life insurance agreement with the Insurance Company has been concluded and who is covered by the insurance protection).
 - 10) **Activation Key** – a unique sequence of characters provided by the Service Administrator which allows to carry out Customer Account registration process.
 - 11) **Customer Account** – information-transaction service made available by the Insurance Company, the OFE and the DFE by means of the Internet;
 - 12) **Login** – a unique sequence of characters assigned during the registration process, which in combination with the password, identifies the User in the logging in process;
 - 13) **OFE** - Generali Otwarty Fundusz Emerytalny (Generali Open Pension Fund) managed and represented by Generali Powszechne Towarzystwo Emerytalne S.A. with its registered office in Warsaw at the following address: ul. Senatorska 18, 00-082 Warsaw, entered into the National Court Register under KRS number 0000008579 by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register, with share capital of PLN 78,000,000, a member of the Generali Group entered into the IVASS Register of Insurance Groups,
 - 14) **GTC** – General Terms and Conditions of Insurance;
 - 15) **Portal** – information-transaction service made available by the Insurance Company by means of the Internet prior to the activation of the Customer Account.
 - 16) **Rules** – these Rules and Regulations of providing services by electronic means specifying terms and conditions of using the Customer Account information-transaction service which is made available by the Insurance Company, the OFE and the DFE;

- 17) **Insurance Company** – Generali Życie Towarzystwo Ubezpieczeniowe Spółka Akcyjna with its registered office in Warsaw at the following address: ul. Senatorska 18, 00-082 Warsaw, entered in the register of entrepreneurs maintained by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register under KRS number 25952, share capital of PLN 63,500,000 paid in full, NIP (tax identification number): 521-28-87-341, a part of Generali Group, entered in the register of insurance groups maintained by IVASS;
- 18) **Agreement** - agreement for provision of services by electronic means;
- 19) **Service** – possibility to carry out the activities specified in appendix 1, 2 and 3 hereto available by means of the Customer Account;
- 20) **Service providers** – Generali Życie Towarzystwo Ubezpieczeń S.A. with its registered office in Warsaw, Generali Otwarty Fundusz Emerytalny and Generali Dobrowolny Fundusz Emerytalny represented by Generali Powszechne Towarzystwo Emerytalne S.A. with its registered office in Warsaw;
- 21) **User means respectively:**
 - a. the Customer of the Insurance Company who has expressed the will to use the Customer Account;
 - b. the OFE Participant who has expressed the will to use the Customer Account,
 - c. the DFE Participant who has expressed the will to use the Customer Account;
- 22) **Order** – an order made by means of the Customer Account by a User who is a Customer of the Insurance Company.

Agreement conclusion and termination

§ 2

1. If the User submits a statement about the acceptance of the Rules and starts using the Services offered respectively by the Insurance Company, the OFE or the DFE (covered by the Rules), it constitutes the acceptance of these Rules and, consequently, the conclusion of the Agreement respectively with the Insurance Company, the OFE or the DFE.
2. Dissolution of the Agreement (resignation from the Service) may be effected by its termination by either party with a 14 day notice period after the receipt of a written termination notice, without prejudice to the provisions of point 3 below.
3. If the User uses the services referred to in § 7(6) of the Rules, resignation from a joint service in the part related to one Service provider results in the resignation from the Service for all Service providers.
4. Termination of the Agreement during the life of the insurance agreement does not result in the termination of the insurance agreement.
5. Termination of the Agreement during the time of participation in the OFE does not affect the OFE participation
6. Termination of the Agreement during the life of the IKE participation agreement or IKZE participation agreement does not affect participation in the DFE.

Terms and Conditions of using the Customer Account

§ 3

1. Using the Customer Account by the Customers of the Insurance Company is possible when all of the following conditions are met jointly:
 - 1) having an individual life insurance agreement concluded or having a certificate or other equivalent document proving enrolment in a group life insurance agreement concluded with the Insurance Company, without prejudice to point 2 below;
 - 2) acceptance of these Rules;
 - 3) registration in the Customer Account;
2. Using the Customer Account by the Customers of the Insurance Company is possible, within the scope of the service referred to in Appendix 1 point 21 to the Rules or the continuation of the Customer Account service for the period of 100 days after the expiration of a group insurance agreement or a given certificate.
3. Using the Customer Account by the OFE or the DFE Participants is possible when all of the following conditions are met jointly:
 - 1) participation in the OFE or the DFE, respectively;
 - 2) acceptance of these Rules;
 - 3) registration in the Customer Account.

Registration in the Customer Account

§ 4

1. Registration in the Customer Account takes place by means of konto.generali.pl website.
2. After activating "Open Account" function, it is necessary to familiarize oneself with the Rules and to accept them.
3. After acceptance of the Rules, the User is automatically redirected to a screen where dedicated fields have to be filled in to allow identification of the User by the Service Administrator. The entered data should be compliant with the data in possession of the Insurance Company, the OFE or the DFE.
4. In order to verify the User in the system, it is necessary to enter:
 - the number of active insurance agreement in case of individual insurance, or certificate number in case of group insurance concluded with the Insurance Company,
 - the number of the OFE participation agreement,
 - the number of the IKE participation agreement or the IKZE participation agreement at the DFE.
5. The data referred to in point 3 above include: PESEL (personal identity number) in case of a natural person, passport number in case of a natural person without assigned PESEL number, NIP (tax identification number) in case of legal persons or entities without legal personality.
6. During the registration process the User is obliged to provide a phone number to which the activation Key required to open the Customer Account will be sent. In the absence of a mobile phone, it is possible to provide an e-mail address, the Customer of the Insurance Company is obliged to provide an e-mail address consistent with the e-mail address indicated in the life insurance agreement or group life insurance agreement concluded with the Insurance Company.
7. If the entered data, referred to in 4 and 5 above, are correct and the conditions specified in § 3(1) are met, the User will be redirected to a registration form where the received activation Key should be entered. Next, the User defines his or her own individual Password and provides e-mail address.
8. After completion of the registration process, you will see a confirmation of the Account opening with a Login allowing you to log in to the Customer Account system. In addition, a message confirming completion of the Customer Account registration process will be sent to the previously indicated email address.

Logging in to the Customer Account

§ 5

1. Logging in to the Customer Account is possible after a successful registration referred to in §4.
2. Logging in to the Customer Account takes place via konto.generali.pl website.
3. In order to log in to the Customer Account, the User enters his/her Login and Password in the dedicated fields.
4. If the entered data, referred to in point 3 above, are correct and the User meets the conditions referred to in §3, the User will be logged in to the Customer Account and may use the services available there.
5. If you enter incorrect data, referred to in point 3 above, then the access to the Customer Account will be blocked.
6. Unblocking the access to the Customer Account is possible by calling the Customer Center at 913 913 913.

Password change and recovery

§ 6

1. The User may change the Password at any time through "My Profile" tab available in the Customer Account.
2. If the User forgets his/her Password, a new Password for one-time log in to the service may be sent the email address specified in the Customer Account.
3. After entering the Password referred to in point 2 above, the system will force you to change it.

Terms and Conditions of providing Services

§ 7

1. The Customer Account is made available by the Service providers free of charge, every day 24/7, subject to § 8 (4)
2. These Rules specify all Services available within the scope of the Customer Account but a given User has access only to those Services which are made available by a given Service provider under the insurance agreement, certificate or in the OFE or the DFE participation agreement respectively.
3. Detailed scope of Services offered by different Service providers is available in appendices hereto i.e.
 - 1) Services offered by the Insurance Company are specified in Appendix 1;
 - 2) Services offered by the OFE are specified in Appendix 2,
 - 3) Services offered by the DFE are specified in Appendix 3
4. A User who is only a customer of the Insurance Company can use only the Services specified in Appendix 1.
5. A User who is only:
 - 1) the OFE Participant can only use the services specified in Appendix 2,
 - 2) the DFE Participant can only use the services specified in Appendix 3
6. A User who is both a Customer of the Insurance Company and the OFE Participant and the DFE Participant has access to a joint service including the Services specified in Appendices 1, 2 and 3.
7. The Services are provided by the Service Administrator in such a manner that each Service provider has access only to the data it is entitled to have access to. The Service provider has access only to the data of its Customers within the scope justified, respectively, by:
 - insurance agreement or certificate,
 - the OFE participation agreement,
 - IKE participation agreement or IKZE participation agreement at the DFE.
8. To make an order a User who is a Customer of the Insurance Company must fill in the fields concerning the conditions of the order which is being made.
9. After filling in all fields concerning the conditions of the order which is being made, the Customer of the Insurance Company confirms or cancels the Order.
10. Confirmation of the Order means that the order is assigned for execution without the possibility to make any changes thereto.
11. Orders placed by means of the Customer Account are assigned for execution on the next business day following the day when the Customer of the Insurance Company confirms the Order at the latest.
12. The execution of Orders placed by means of the Customer Account takes place in accordance with the provision of the relevant GTC for a given insurance agreement or certificate.
13. The time and date of placing an order is deemed to be the time and date indicated in the Customer Account as the order date.
14. The time and date of order execution is deemed to be the time and date indicated in the Customer Account as the execution date.
15. A Customer of the Insurance Company may place another order of the same type only after the Insurance Company has executed the previously placed order.
16. As part of the Customer Account, a Customer of the Insurance Company has access to a history of orders placed by means of the Customer Account along with their status, order date and execution date.
17. The fees for execution of Orders placed by means of the Customer Account are specified in the table of fees and limits which constitutes an integral part of GTC for a given insurance agreement or certificate.
18. If the GTC or the table of fees and limits for a given insurance agreement or certificate do not contain provisions regarding the fees referred to in point 17 above, it means that the execution of such Orders is free of charge.

Exclusions and limitations of liability

§ 8

1. The User is obliged to keep the Login and the Password confidential and not to disclose them to any third parties.
2. The Service provider and Service Administrator are not liable for any damage caused by:
 - 1) using the Customer Account by the User in a manner which is non-compliant with the provisions of the Rules;
 - 2) execution of Orders placed by means of the Customer Account by an unauthorized person, if the order was placed in accordance with the provisions of the Rules.

3. Orders placed by means of the Customer Account may not be executed in case of fortuitous events independent of the Insurance Company and Service Administrator due to force majeure (including in particular : a fire, flood, war, strikes, roadblocks, actions of government authorities, actual or assumed terrorist attack) which make providing services to Users impossible.
4. Service providers reserve the right to have maintenance breaks in the operation of the Customer Account.

Technical requirements and security policy

§ 9

1. In order to use the Customer Account the following technical requirement must be met:
 - 1) access to the Internet;
 - 2) access to www websites, www search engine (correct functioning of the Customer Account requires one of the following search engines: Internet Explorer version 8.0 or higher, Google Chrome version 13.0 or higher, Mozilla Firefox version 7.0.1 or higher, Opera version 11.0 or higher, Safari version 5.0 or higher) and enabled Javascript and cookies in the User's search engine;
 - 3) email account;
 - 4) ability to receive messages via e-mail.
2. The Customer Account may use the following technologies: Java, Javascript, Adobe Flash, XML, DHTML, cookies. Selected subpages of the service may require logging in or using SSL encryption protocol.
3. The Service providers and Service Administrator use a number of up-to-date security measures including protection of transaction systems and data transmission while using the Customer Account Services, in particular:
 - 1) protection of funds and transaction;
 - 2) protection of personal data and information transmitted to the Service providers by the Service Administrator and collected in the course of using the Customer Account.

Complaints

§ 10

1. The User (in this section referred to as "Customer") may at any time submit objections regarding the provision of Services by electronic means including claims and complaints (in this section referred to as "Complaints"). If the Complaint is submitted immediately after the Customer has an objection, it will facilitate and accelerate proper handling of the Complaint.
2. Complaints may be submitted:
 - 1) in writing – personally in a customer servicing branch office of the Service provider, or by post - within the meaning of article 3(21) of the Postal Law Act of 23 November 2012 – to the following address: ul. Senatorska 18, 00-082 Warsaw or sent via the e-Delivery service to the electronic delivery address Generali Życie: AE:PL-48634-65343-GDUJD-13, Generali PTE: AE:PL-29541-88578-SRCEC-22;
 - 2) orally – by calling the following number +48 913 913 913 or personally, for the record, while visiting a customer servicing branch office of the Service provider.
3. A Complaint must contain the Customer's personal data allowing his or her identification, respectively the number of the policy/ the OFE participation agreement, IKE participation agreement at the DFE, the IKZE participation agreement at the DFE and the objections reported by the Customer. At the Customer's request, the Service provider will confirm the receipt of the Complaint in writing or in another way agreed on with the Customer.
4. The Service provider will examine the Complaint immediately after its receipt. Answer to the Complaint is given without undue delay, not later than 30 days of the receipt of the Complaint, unless due to particularly complex circumstances it is impossible to handle the Complaint within such time limit. In such cases the Service provider will notify the Customer who submitted the complaint about the reasons for the delay and the circumstances which need to be verified in order to handle the Complaint and will set an estimated deadline for handling the Complaint and giving the answer, which may not exceed 60 days of the receipt of the Complaint.
5. Answer to the complaint is given on paper or by means of another permanent information carrier. At the request of the Customer, the answer to the Complaint may be sent by e-mail.
6. A dispute between Customer and the Service provider may be resolved by means of an out-of-court dispute resolution proceedings between customers and financial market entities pursuant to the applicable provision of the law before the Polish Financial Ombudsman (www.rf.gov.pl)
7. Persons other than those specified in point 1 may submit Complaints in the form and subject to the rules specified in points 1-3 above. Such Complaints are examined in accordance with the rules and time limits specified in points 4-5 above, however, the Service provider will notify the person concerned about the way in which the complaint will be handled in a manner agreed upon with such person.
8. Notwithstanding the foregoing, the Customer may submit a complaint with regard to the operations of the Service provider to the authorized bodies, including the Polish Financial Supervisory Authority, Financial Ombudsman, municipal or regional Consumer Ombudsman and other authorities dealing with financial market customer protection.

Personal data

§ 11

1. **Detailed information concerning personal data processing by Generali Życie Towarzystwo Ubezpieczeń S.A.**
 - 0.1 **Data Controller**

Generali Życie Towarzystwo Ubezpieczeniowe Spółka Akcyjna with its registered office in Warsaw is a data controller for the Customers of the Insurance Company. You can contact the data controller in the following manner:

 - 1) By sending a letter to the following address: ul. Senatorska 18, 00-082 Warsaw
 - 2) By sending an email to: centrumklienta@generali.pl
 - 3) By calling at 913 913 913
 - 0.2 **Data Protection Officer**

The Data Controller has appointed a Data Protection Officer who may be contacted by the Customer of the Insurance Company regarding all matters related to personal data protection by sending an email to iod@generali.pl or by post – by sending a letter to the address of the registered office of the data controller.
 - 0.3 **The purposes and legal bases of personal data processing**

The Insurance Company processes the personal data of its Customers for the following purposes:

- 1) Performance of the Agreement and allowing the possibility to use the Customer Account information-transaction service (legal basis – article 6 (1) (b) of GDPR);
- 2) Handling complaints pursuant to the provisions on handling complaints by financial market entities (legal basis – article 6 (1) (f) of GDPR)
- 3) Defending against possible claims or seeking possible claims related to the Agreement which constitutes justified legal interest of the Insurance Company (legal basis – article 6 (1) (f) of GDPR)

0.4 Rights connected with personal data processing

The Customers of the Insurance Company have the following rights connected with personal data processing:

- 1) The right to withdraw consent (in cases where consent is the legal basis for data processing) at any time. Withdrawing the consent does not affect the legality of data processing prior to the withdrawal;
- 2) The right to access own personal data and to receive copies thereof;
- 3) The right to have the personal data rectified;
- 4) The right to have the personal data erased or to have data processing limited;
- 5) The right to object to personal data processing on the basis of a legitimate interest;
- 6) The right to data portability;
- 7) The right to file a complaint to a supervisory authority (in Poland it is the President of the Personal Data Protection Office seated at ul. Stawki 2, 00-193 Warsaw).

In order to exercise the rights specified in points 1-6 above, the Customer of the Insurance Company should contact the Insurance Company or the Data Protection Officer.

0.5 Personal Data recipients

The Insurance Company transfers the personal data of its Customers to Generali Finance sp. z o.o. which is a data processor providing the Customer Account information-transaction service. Furthermore, the personal data of the Customers of the Insurance Company are disclosed to business partners cooperating with the Insurance Company e.g. IT services providers. The personal data of the Customer of the Insurance Company are also transferred to authorized bodies or institutions in accordance with applicable provisions of the law.

0.6 The period of personal data storage

The Insurance Company processes personal data of its Customers for the duration of the agreement on provision of services by electronic means concluded with the Insurance Company. It remains without prejudice to the right of personal data processing by the Insurance Company for other purposes, in particular, for the purpose of insurance agreement conclusion.

0.7 The obligation to provide personal data

The provision of personal data is necessary in order to conclude and perform the agreement on provision of services by electronic means. It is not possible to use the Customer Account information-transaction service without providing personal data.

2. Detailed information on personal data processing by Generali Otwarty Fundusz Emerytalny represented by Generali Powszechne Towarzystwo Emerytalne S.A.

2.1. Data Controller

Generali Otwarty Fundusz Emerytalny represented by Generali Powszechne Towarzystwo Emerytalne S.A. is the data controller for personal data of the OFE participants. You can contact the data controller in the following ways:

- 1) By sending a letter to the following address: ul. Senatorska 18, 00-082 Warsaw
- 2) By sending an email to: centrumklienta@generali.pl
- 3) By calling at 913 913 913

1.2 Data Protection Officer

The Data Controller has appointed a Data Protection Officer who may be contacted by the OFE participants regarding all matters related to personal data protection by sending an email to iod@generali.pl or by post – by sending a letter to the address of the registered office of the data controller.

1.3 The purposes and legal bases of personal data processing

The OFE processes the personal data of its participants for the following purposes:

- 1) Performance of the Agreement and allowing the possibility to use the Customer Account information-transaction service (legal basis – article 6 (1) (b) of GDPR);
- 2) Handling complaints pursuant to the provision on handling complaints by financial market entities (legal basis – article 6 (1) (f) of GDPR)
- 3) Defending against possible claims or seeking possible claims related to the Agreement which constitutes justified legal interest of the OFE (legal basis – article 6 (1) (f) of GDPR)

1.4 Right connected with personal data processing

The participants of the OFE have the following rights connected with personal data processing:

- 1) The right to withdraw consent (in cases where consent is the legal basis for data processing) at any time. Withdrawing the consent does not affect legality of data processing prior to the withdrawal;
- 2) The right to access own personal data and to receive copies thereof;
- 3) The right to have the personal data rectified;
- 4) The right to have the personal data erased or to have data processing limited;
- 5) The right to object to personal data processing on the basis of a legitimate interest;
- 6) The right to data portability;
- 7) The right to file a complaint to a supervisory authority (in Poland it is the President of the Personal Data Protection Office seated at ul. Stawki 2, 00-193 Warsaw).

In order to exercise the rights specified in points 1-6 above, the OFE participants should contact the OFE or the Data Protection Officer.

1.5 Personal Data recipients

The OFE transfers the personal data of its participants to Generali Finance sp. z o.o. which is a data processor providing the Customer Account information-transaction service. Furthermore, the personal data of the OFE participants are disclosed to business partners cooperating with the OFE e.g. IT services providers. The personal data of the OFE participants are also transferred to authorized bodies or institutions in accordance with the applicable provisions of the law.

1.6 The period of personal data storage

The OFE processes personal data of its participants for the duration of the agreement on provision of services by electronic means concluded with the OFE. It remains without prejudice to the right of personal data processing by the OFE for other purposes, in particular, for the purposes connected with participation in the OFE.

1.7 The obligation to provide personal data

The provision of personal data is necessary in order to conclude and perform the agreement on provision of services by electronic means. It is not possible to use the Customer Account information-transaction service without providing personal data.

3. Detailed information on personal data processing by Generali Dobrowolny Fundusz Emerytalny represented by Generali Powszechne Towarzystwo Emerytalne S.A.

3.1 Data Controller

Generali Dobrowolny Fundusz Emerytalny represented by Generali Powszechne Towarzystwo Emerytalne S.A. is the data controller for personal data of the DFE participants. You can contact the data controller in the following ways:

- 1) By sending a letter to the following address: ul. Senatorska 18, 00-082 Warsaw
- 2) via e-mail: centrumklienta@generali.pl
- 3) by telephone at the following number: 913 913 913

3.2 Data Protection Officer

The Data Controller has appointed a Data Protection Officer who may be contacted by the DFE participants regarding all matters related to personal data protection by sending an email to iod@generali.pl or by post – by sending a letter to the address of the registered office of the data controller.

3.3 The purposes and legal bases of personal data processing

The DFE processes the personal data of the DFE Participants for the following purposes:

- 1) Performance of the Agreement and allowing the possibility to use the Customer Account information-transaction service (legal basis – article 6 (1) (b) of GDPR);
- 2) Handling complaints pursuant to the provision on handling complaints by financial market entities (legal basis – article 6 (1) (f) of GDPR);
- 3) Defending against possible claims or seeking possible claims related to the Agreement which constitutes justified legal interest of the DFE (legal basis – article 6 (1) (f) of GDPR).

3.4 Rights related to the processing of Personal Data:

The participants of the DFE have the following rights connected with personal data processing:

- 1) The right to withdraw consent (where the legal basis for the processing is the expression of consent) at any time. Withdrawing the consent does not affect legality of data processing prior to the withdrawal;
- 2) The right to access your data and receive its copy;
- 3) The right to have the personal data rectified;
- 4) The right to erase data or restrict its processing;
- 5) The right to object to personal data processing on the basis of a legitimate interest;
- 6) The right to data portability;
- 7) The right to lodge a complaint with a supervisory authority (in Poland, it is the President of the Personal Data Protection Office, whose seat is located at ul. Stawki 2, 00-193 Warszawa).

In order to exercise the rights specified in points 1-6 above, the DFE participants should contact the DFE or the Data Protection Officer

3.5 Personal Data recipients

The DFE transfers the personal data of its participants to Generali Finance sp. z o.o. which is a data processor providing the Customer Account information-transaction service. Furthermore, the personal data of the DFE participants are disclosed to business partners cooperating with the DFE e.g. IT services providers. The personal data of the DFE participants are also transferred to authorized bodies or institutions in accordance with the applicable provisions of the law.

3.6 The period of personal data storage

The DFE processes personal data of its participants for the duration of the agreement on provision of services by electronic means concluded with the DFE. It remains without prejudice to the right of personal data processing by the DFE for other purposes, in particular, for the purposes connected with participation in the DFE.

3.7 The obligation to provide personal data

The provision of personal data is necessary in order to conclude and perform the agreement on provision of services by electronic means. It is not possible to use the Customer Account information-transaction service without providing personal data.

Amendments to the provisions of the Rules

§ 12

1. These Rules may be amended in case of, inter alia:
 - 1) changes of the provisions of the law in effect affecting the Rules;
 - 2) changes connected with the scope of provided Services;
 - 3) changes connected with the type of provided Services;
 - 4) changes concerning technical requirements;
 - 5) changes connected with expanding functionality of the Customer Account, including, making its resources available to customers of other Generali Group companies.
2. In case of any amendments to the Rules, their new contents will be delivered to the User by means of a message appearing after logging in to the Customer Account.

Information for Customers of the Insurance Company (previously Portal users)

§ 13

1. As of the day of acceptance, these Rules have replaced the previously available Rules of providing services by electronic means (adopted by Resolution of the Management Board of the Insurance Company No. GL/ob./5/12/2012 of 20 December 2012)
2. As of the day of making the Customer Account available to the Customers of the Insurance Company, all functionalities previously offered by the Portal have been transferred to the Customer Account and using the Portal is no longer possible.
3. All claims and complaints connected directly or indirectly with the Portal or replacement of the Portal by the Customer Account will be handled in accordance with the Rules.

Final provisions

§ 14

1. The Customer Account contains contents protected under copyright law, intellectual property law and intangible assets protected under intellectual property law, which may not be disseminated or reproduced without the consent of the Service providers.
2. Any matters not covered by the Rules will be governed respectively by the following provisions:
 - provisions of the GTC for individual insurance contracts or certificates,
 - the provisions of the OFE participation agreement,
 - the provisions of the general conditions of the agreement for an individual pension account at the DFE,
 - the provisions of the general conditions of the agreement for an individual pension security account at the DFE
 - and the provisions of the generally applicable law
3. Orders placed by means of the Customer Account are recorded and archived for the period of time required by applicable provision of the law. The Customer of the Insurance Company has access to the placed Orders pursuant to § 7 (16) of the Rules.
4. The process of User registration in the Customer Account is recorded and archived by the Service Administrator.
5. These Rules have been drawn up in the Polish and English language versions. In case of any discrepancies between the two versions, the Polish language version prevails. The Polish version is the basis for legal interpretation.
6. These Rules have been adopted by a resolution of the management board of the Insurance Company and a resolution of the management board of Generali PTE and comes into full force and effect as of November 28, 2024.

APPENDIX 1 TO THE RULES

TYPES AND SCOPE OF SERVICES PROVIDED BY ELECTRONIC MEANS¹⁾

- 1) Access to the personal data and contact details
- 2) Access to the transaction history
- 3) Access to the history of Orders placed via the Customer Account
- 4) Access to frequently asked questions
- 5) Using term glossary
- 6) Using contact form "write to us"
- 7) Access to the insurance agreement data
- 8) Access to the data of beneficiaries
- 9) Downloading certificates
- 10) Downloading insurance documents (policies) and other correspondence sent by the Insurance Company
- 11) Downloading and accepting offers for individual continuation of group insurance
- 12) Comparing participation units prices
- 13) Comparing funds results
- 14) Transfer of participation units
- 15) Access to the forms for insurance agreement servicing
- 16) Changing contact details
- 17) Changing the data of beneficiaries
- 18) Changing the Password for the Customer Account
- 19) Changing premium distribution between funds
- 20) changing the amount and frequency for regular premium not affecting the amount of the sum insured
- 21) Access to / Downloading offers for individual continuation of group life insurance
- 22) Access to the "messages" section
- 23) resignation from indexation

¹⁾ The User may use only the Services made available within the scope of his/her insurance.

APPENDIX 2 TO THE RULES

TYPES AND SCOPE OF SERVICES PROVIDED BY ELECTRONIC MEANS¹⁾

- 1) Access to the personal data and contact details of the OFE Participant
- 2) Access to the data of beneficiaries
- 3) Access to the history of account operations
- 4) Access to the information regarding the account
- 5) Access to the information about commencement of the process of transferring funds to ZUS (conditional upon agreeing on sending annual account history to the Customer Account)
- 6) Access to frequently asked questions
- 7) Access to the annual information about funds (conditional upon agreeing on sending annual account history to the Customer Account)
- 8) Premium calculator
- 9) Using term glossary
- 10) Using contact form "write to us"
- 11) Access to update form for servicing the participation agreement
- 12) List of lacking premiums
- 13) Changing contact details
- 14) Changing the form of sending the annual account history
- 15) Changing the Password for the Customer Account
- 16) Access to the "messages" section

¹⁾ The User may use only the Services which are made available by the OFE.

APPENDIX NO. 3 TO THE RULES

TYPES AND SCOPE OF SERVICES PROVIDED ELECTRONICALLY¹⁾

- 1) Access to the personal data and contact details of the DFE Participant
- 2) Access to the data of beneficiaries
- 3) Access to the history of account operations
- 4) Access to the information regarding the account
- 5) Access to frequently asked questions
- 6) Access to annual information on funds (the condition is to agree on sending the annual account history to the Customer's Account)
- 7) Using term glossary
- 8) Using contact form "write to us"
- 9) Access to update form for servicing IKE participation agreement and IKZE participation agreement
- 10) Changing the form of sending the annual account history
- 11) Changing the Password for the Customer Account
- 12) Changing contact details
- 13) Changing the declaration regarding running non-agricultural activities (applies to IKZE savers)
- 14) Access to the "messages" section

¹⁾ The User may use only the Services which are made available by the DFE.