**Specification for accessing the House of Benefits Platform**

Please read these Terms and Conditions (the “Terms and Conditions”) carefully. They regulate the use of and the access to the House of Benefits Platform (the “Platform”), provided by ICD Group (“Benefit”), in cooperation with the Organisation facilitating your access to it.

You might have access to the Platform via a third party organisation (the “Organisation”), such as your employer, the organiser of a Benefit loyalty programme or one of Benefit’s partner companies. These terms and conditions are valid regardless of the way you gained access to the platform or the Organisation allowing you such access. Besides, the Organisation might have its own additional Terms and Conditions or its own by-laws applicable to the use of the Platform (the “Organisation’s Terms”), which are an integral part of these Terms and Conditions.

These Terms and Conditions are supplemented with the specific provisions applicable to the various benefits offered (the “Specific Terms”), set forth by each separate supplier, and available both on the platform and on the participating suppliers’ premises.

These Terms and Conditions may be modified by Benefit, without any prior notification, any such modification being communicated to the users, by being posted on the Platform. By using the Platform after a certain modification, you agree to the new, modified Terms and Conditions.

1.    Access to the Platform

Your access to the benefit Platform is regulated by the Organisation granting you access to it. This Organisation is the one who opens and closes the access accounts that the Organisation’s eligible members (the “Users”) can access based on their email addresses and their automatically generated passwords; The Organisation opens such accounts, based on its own internal regulations or decisions.

Benefit may assist the Organisation in opening and closing such access accounts, only at the Organisation’s express request to do so. Benefit may not open, close or modify in any way, any access accounts, without the Organisation’s specific consent and it is not liable for any accounts that are wrongfully closed/open/modified by the Organisation or at the Organisation’s request.

Your access is granted via your e-mail address and your password. You are directly responsible to insure the confidentiality and the security of your access data. We recommend that you memorise your password and refrain from communicating it to any third party.

2.    Benefits provided

The benefits available to you are selected by the Organisation, either from the benefits catalogue (the “Catalogue”) provided by Benefit, or from the Benefits supplied directly to the Organisation, by its own third party suppliers (the “Organisation’s Suppliers”). Benefit is constantly enrolling/including new suppliers on its benefits platform, but it can only make them available to you (the “Benefits Provided”) with the consent of your Organisation.

Benefit is always at your disposal, ready to add new benefits to the Catalogue, upon request ( “Benefits added upon request”).  You can submit your requests to add new benefits at the following address:  support@hob.rs or directly completing the form on the platform for benefit suggestion and Benefit will make all reasonable efforts to add the requested benefits to its Catalogue, without, however, undertaking any obligation to include a certain supplier in the Catalogue. Once added to the Catalogue, these benefits shall be subjected to the approval of your Organisation, in order to become Benefits Provided. The Benefits existing in the Catalogue are available to all of Benefit’s Organisations of Clients, regardless of whether they are Benefits added upon requestor they had already been offered by Benefit. These Organisations are the ones who decide whether or not these Benefits become Benefits Provided to the users they are facilitating access to.

Users may access the Benefits Provided, in the quantity and within the limits set forth by the Organisation and by the existing legal regulations in place. Each Benefit may be subjected to certain Specific Terms and Conditions set forth by the Organisation, by the Supplier or by the existing legal regulations in place. These Specific Terms are available and mentioned on the Platform, for each separate Benefit.

Benefit may modify the benefits listed in the Catalogue and the Benefits Provided, at any time.

Benefit is making all possible efforts to present to you the colours, the sizes, the dimensions, and the description of the Benefits, as accurately as possible. However, due to the large volume of data, certain inadvertences may slip in the information related to the Benefits. Also, the colours that you see on your monitor may be different from the real colours of our products.

3.    The benefits budget

Certain Organisations may decide to grant a benefits budget (the “Budget”) to one, several or all of  the Users to which they facilitate access to the Platform.

a.    Budget allocation

The allotted budget, its worth, the benefits that can be accessed with this budget, the users that are granted a certain budget and such budget’s validity, are all defined by each separate Organisation.

Benefit assist the Organisation in allotting and modifying the budget only upon such Organisation’s express request. Benefit may not allot/ withdraw/modify the budget upon the User’s request, unless it has the Organisation’s consent to do so.

b.    The budget’s fiscal implications

The Benefits selected by the User, from the budget made available by his/her Organisation, represent, from a fiscal viewpoint, benefits provided by the Organisation to the Users and they fall under the provisions of the existing fiscal legislation in place.  Thus, each Benefit accessed by the User, may be subjected to taxation by the state, according to the existing fiscal legislation in place at the time it is accessed, as stated on the Platform, for each separate Benefit.

Benefit and the Organisation are monitoring the fiscal legislation applicable to each separate benefit and the fiscal impact of each choice is posted on the Platform.

c.    Budget validity

The validity of the allotted budget depends on the Organisation. Generally, the budget may be valid for one year or only one month, it may be carried over from one month to the next in one calendar year, depending on the Organisation’s decisions. Benefit may not change the validity of the allotted budget without the Organisation’s express consent.

The budget shall lose its validity when the User loses his/her user capacity or the capacity that allowed him/her to access the Platform, according to the Organisation’s internal regulations (for instance, without being limited to losing the status of employee working for a certain employer, losing the status of person insured by a certain insurer or losing the status of client belonging to a certain supplier who was the one granting him/her access to the Platform).

4.    Choosing the Benefits

The Benefits can only be chosen online or via the available applications, after logging in with one’s username  (company email address) and password, both from the budget allotted by the Organisation, from the User’s own budget or by co-payment. Benefit’s support team shall be at your disposal and it shall help you choose the benefits you want, but it cannot take order by phone or by e-mail.

The Benefits may be chosen by allotting a benefits budget, directly on the Platform,  for the benefits with the specific price or could be bought directly in the supplier store where it is available.

a.    Paid Benefits or benefits allotted on the Platform based on the benefits budget

When transaction (either within the Benefits Budget or by means of co-payment) is made directly on the Platform, Benefits may be chosen in two steps: the first step - selecting the Benefit desired and the second step - accepting the conditions and the payment method. The Benefit in question is considered chosen only after the completion of these two steps and the finalisation of the order. Benefit cannot take in to consideration any partial choices, for which the two steps have not been fully completed.

b.    Benefits obtained directly in the supplier store

When the benefit is not paid directly on the Platform, being paid with User ID (2WA code) directly in the benefit supplier’s location / lucrative facility. 2WA technology allows ideal platform for realizing smart shopping within the House of Benefits application. The basic idea is to simplify the process of purchasing benefits by using the User ID and 2WA code at the sales shops of the partner/supplier companies.

When a User visits the suppliers's sales shop, the seller would first ask for the HoB Membership card or User ID number. After entering User ID, on the partner House of Benefits web portal after which the seller by selecting the desired benefits performs a transaction that is identical to a transaction that the user would execute via the application. For confirmation of the transaction User should enter 2WA received on the HoB application. 2WA code is valid for 3 minutes related to security reasons.

In addition to the use of in store buying with User ID and 2WA code, employees at all times have a purchase option directly through the HoB platform and a permanent insight into the balance of the remaining / used budget.

5.    Benefit’s liability

Benefit is usually a third party between the Organisation, the User and the Benefits Supplier. Benefit is not liable and it cannot be held liable for the Supplier’s supply of sufficient  products/service stocks to cover all the vouchers/ generated codes, nor can it be held liable for the quality of the products and services making up the object matter of the benefits’ provision. The discounts, offers and promotions are provided directly by the partners who maintain their capacity as suppliers at all times, as well as the obligations associated with the Benefits (such as, without being limited to: conformity, warranty, observing the Users’ rights as Buyers, acceptance and conditions of products return).

If, according to the Specific Terms, the Benefit Company  is the supplier of the Benefit chosen, the choice of the said Benefit shall be considered a contract concluded between the User and the Benefit Company and it shall be executed by both parties:

1. Benefit undertakes to provide the benefits selected and the User undertakes to pay the worth of such benefits.
2. If the User has a personal contribution, the fiscal invoice shall be issued according to the existing legislation in place.
3. The Kickback Policy falls under Serbian Law of Consumer Protection („CPL“).

6.    Supplying the Benefits

Benefit is making all possible efforts to make sure that the benefits are delivered in the shortest possible time. However, there are situations when the benefit delivery process depends on third parties (including the Organisation or the Supplier) and the Specific Terms agreed upon with one or more such third parties, imply a fixed date or interval for delivering the benefits.

Generally, those benefits that can be delivered electronically, are delivered by e-mail, within maximum 7 days, while the benefits that must be delivered physically, are delivered to the Organisation, at a fixed date, during the first part of the month following the month when the order is placed. The User understands and accepts the Specific delivery Terms for each Benefit, as they are described on the Platform.

Since the benefits are not ordered by Benefit and, according to the process agreed upon with the Organisation, the latter is the one in charge of the benefit ordering and payment process, Benefit’s liability ends once the correct order lists have been delivered to the Organisation. Benefits bought by User ID and 2WA code directly in the benefit supplier’s location / lucrative facility are delivered immediatelly to the User.

7.    Support and assistance

While the Platform is used, Benefit shall provide the users with a support team. The support service may be accessed on business days (Monday to Friday, except bank holidays), between 9.00 and 17.00.

The support team shall answer all questions related to the Platform’s functionality and those related to the benefits offered by Benefit or those placed under the control of Benefit.  The support team cannot answer any questions related to those benefits that are not provided by Benefit, except to give you the same information that is already on the Platform. However, the team will be able to redirect you, either to the contact point of the Organisation holding the information that you need or to the Supplier that can provide you with the necessary information.

Please read and accept our [privacy policy also.](https://www.benefitsystems.ro/clean/index.php?route=product/category&path=1820)

8.   Standardization compliance

Platform has certificate in the field of information security ISO 27001

House of Benefits determines technical security measures based on risk assessments, taking into account the level of technological achivements, costs of implementating measures, nature, scope, circumstances and purpose of processing.

House of Benefits applies all necessary measures for the protection of personal data using pseudonymization and crypto-protection, derived from the instructions of the Client and risk assessment carried out by the House of Benefits.

The cryptographic protection measures applied by the House of Benefits are in line with the best world practice.

House of Benefits portable media containing personal data are protected from unauthorized access by applying cryptographic measures (file system encryption (BitLocker), USB encryption ...).

‒ Passwords must be at least 10 characters and contain characters from at least three of the following four classes:

 ‒ Uppercase letters (e.g. A, B, C)

 ‒ Lowercase letters (e.g. a, b, c)

 ‒ Numerals (e.g. 0, 1, 2)

 ‒ Non-alphanumeric (#, &, !, %, @, ?, -, \*)

House of Benefits use HTTPS by default to protect the data being transferred / stored.

Platform applies all necessary measures to ensure the confidentiality, integrity and availability of personal data processed by the Processor and the risk assessment carried out by the House of Benefits (eg using antivirus software, backing up and regularly testing recovery, using redundant systems...).

Platform has implemented a data protection system (DLP).

At the front-api, information is transported via security protocols (SSL) – TLS 1.3.

All described for the passwords is covered. System do not hold username & password in clear text.

Storage is in cloud server where all data are highly secure and optimized for performance. All data is encrypted at rest and in transit. Use the Cloud Firewall to restrict connections to our database. Database runs on enterprise-class VM hardware with local SSD storage. It's lead by PostgreSQL 10 and 11.

9. Physical security

House of Benefits Platform shall apply all necessary measures to prevent unauthorized physical access to the premises and resources of the Processor in / where the data processing takes place.

If processing is performed on servers owned by the Platform, they are placed in secure zones (server rooms, server rooms) in which all necessary measures of physical and technical protection are applied, and access to these zones is limited and monitored.

There is a control of physical entry into the business premises of the Platform, so that only authorized persons have access.

House of Benefits employees apply a clean desk and clear screen policy.

Employees of the House of Benefits are aware that they are obliged to protect all portable devices used to process personal data (portable devices, USB sticks, mobile phone.

10. Safe data destruction

When the processing period specified in the Client's instructions expires, the Platform shall delete the personal data in a secure manner, or, if the Client so requests, return the data to the Client.

The personal data entrusted by the Handler to the Platform are safely deleted from the Platform's resources when these resources cease to be used for the processing of personal data (their purpose is changed, they are debited, they are spent ...).

Personal data from the resources of the Platform that are damaged in such a way that their safe deletion cannot be carried out are removed by safely destroying these resources.

House of Benefits Platoform paper documents containing personal data are safely physically destroyed.

11. Access control

Access to the systems of the Platform on which personal data is processed is protected by means of authentication (user account and password, certificate, PIN ...).

Client data on Platform systems are logically separated from other data. Platofmr has an established process for managing access (request, approval, modification, revocation) to systems on which personal data are processed.

Each User of the Platform for access to systems on which personal data is processed has been assigned a personalized user account (one or more of them in the case of system administrators who also use accounts with high levels of privileges). Each user account is used by only one person.

Access rights to systems that process personal data are granted in accordance with the principles of need to know and least privilege (the minimum privileges necessary to perform work are granted).

Assigned rights are reviewed when the employee changes jobs, or the rights are completely revoked and the employee is assigned new ones needed to work in the new job.

When the employee leaves the company, the orders he used are disabled immediately after the termination of the engagement.

The granted access rights to the systems on which personal data are processed are reviewed at least once a year.

Password systems are configured on the systems in accordance with the best world practice (eg use of special characters, capital letters and numbers, length of at least 8 characters ...) which prevent users from creating weak passwords.

Remote access to the Platform system on which personal data is processed is enabled. If remote access is enabled, multifactor authentication (MFA) is used for access (optional for the Client).

**Privacy Policy**

Statement of purpose

House of Benefits values and takes pride in processing personal data with a high level of integrity and security. In this policy, House of Benefits explains why and how we process personal data.

Key terms and definitions

There are some key legal terms that it is essential to know in order to understand this policy. Below is a description of these terms.

Personal data is information related to an identified or identifiable natural person or data subject. An identifiable person is someone who can be identified, either directly, for example through a personal identity number, or indirectly, through use of the data in conjunction with other information in the possession of the data controller. Certain special categories of personal data, including racial or ethnic origin, trade union membership, sexuality, physical or mental health conditions, and religious beliefs, are considered sensitive data. Such data require higher protection and safeguards.

Processing personal data includes any operation or set of operations performed on personal data, whether or not by automatic means. So, processing includes disclosure by transmission, structuring, amending, storing and many other activities performed on personal data.

Controller is the natural or legal person who determines the purposes and means of the processing of their personal data. The controller is entitled to engage other parties to process personal data on its behalf. Such party is called a processor. The processor is thus acting under the authority of the controller and is only allowed to process the controller’s personal data on instructions from the controller or if required by applicable law.

Why House of Benefits processes personal data

House of Benefits provides software as a service to our clients in order to assist them in improving and managing their employees’ benefits, thereby strengthening their employer brands. The services are provided through House of Benefits digital benefit portal where employees of our clients log in as end-users to view and manage their benefits. Provision of these services thus require House of Benefits to processes personal data of our clients identifying and relating to our clients’ employees as data subjects.

Consequently, each client is the controller of their respective personal data and House of Benefits is engaged as a processor acting under the authority, and on the behalf, of our clients.

How House of Benefits processes personal data

The benefit portal is tailored to each client’s service request. The processing activities carried out by House of Benefits therefore differ between different clients, but generally includes (without being limited to) the following operations:

Receiving personal data related to the end-users of the portal from clients and end-users Integrating the personal data in the benefits portal to set up individual accounts and further personalize the experience of the portal Administrating orders and benefits transactions related to orders made by the data subjects in the benefit portal, and transmitting the data back to the client Developing new tools, products of services for our clients Communicating with end-users and client administrators regarding use of the benefit portal House of Benefits only processes the clients’ personal data in order to provide them with our services for digital processing of benefits, and only pursuant to their instructions or as required by law. When authorized by clients to process personal data for continuous development, testing and troubleshooting in the benefit portal, House of Benefits uses pseudonymized, anonymized or aggregated data to the extent possible.

House of Benefits processing activities is governed by written Data Processing Agreements between House of Benefits and each client. These agreements states that House of Benefits is acting as a processor under the authority of the controller and shall comply with instructions from the client and relevant data protection authority. It also imposes certain obligations on House of Benefits regarding how to process personal data in order to ensure privacy rights and secure routines.

Since House of Benefits processes our clients’ personal data as a processor during delivery of the service, the client as controller determines the purposes and means of the processing.

Independent suppliers

The companies that offer their products and services in the portal are independent suppliers. They are not sub-contractors of House of Benefits but have entered into cooperation agreements with House of Benefits pursuant to which they offer their products and services in the benefit portal as a digital marketplace for the clients and end-users. The supplier is therefore the contractual counterparty in relation to orders made in the portal, not House of Benefits.

In order to complete a purchase in the portal the end user confirms the order and House of Benefits will send the order to the supplier and provide the supplier with relevant personal data relating to the end-user.

When an order is completed by the end-user, the supplier is the controller of the personal data it has received. The supplier is therefore responsible for determining the purpose and means of processing such data.

Transactional and reminder Emails

We will send you transactional email notifications when you select one benefit or another. Notifictions can be sent also directly to the platform in Notification section. We will also send you reminders form time to time in order to make sure you do not miss important deadlines.

Other

In areas where it demms it necessary the House of Benefits has developed additional regulations (procedures and instructions) governing the protection of information.