**Terms and conditions 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:  office@hob.rs 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 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  (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 either for a fee or by allotting a benefits budget, directly on the Platform,  by accessing a voucher/ a discount code and by paying straight to the supplier.

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

When payment (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 by NFC card

When the benefit is not paid directly on the Platform, being paid with NFC card directly in the benefit supplier’s location / lucrative facility. NFC (Near Field Communication) technology allows communication between two electronic devices at a distance of about 4cm and this kind of information transfer presents the 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 NFC cards at the sales shops of the partner companies.

When a user visits the suppliers's sales shop, the seller would first scan the HoB Membership card using special hardware that is connected to his computer. After scanning, the application launches on the screen, 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.

The main role in the administration of cards would be the company administrators and administrators of the application itself. They could see data on the number of cards available and distribute cards to employees, deactivate or activate cards for the employees/users, and order additional cards. Also, each application user would have the ability to deactivate or request a new card in the case of a loss of a card within the profile settings interface on the Hob platform.

In addition to the use of NFC cards, 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 30 minutes, 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 NFC card 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)