TERMS AND CONDITIONS OF BODYWORK ACADEMY

training courses, workshops and online courses (including Alfabet Ruchu)

effective from 15 November 2026

This is an English translation of the Polish document "Regulamin BODYWORK Akademia", available at www.body-work.pl. Where the Participant is a Polish citizen, the Polish version is the basis for interpretation (Article 8(1a) of the Polish Language Act of 7 October 1999).

§ 1. GENERAL PROVISIONS

1. These Terms and Conditions set out the rules for purchasing and participating in training courses, workshops and courses organised by BODYWORK Academy, including online courses sold under the Alfabet Ruchu brand, and the rules for using the websites on which they are sold. These are the terms referred to in Article 8 of the Polish Act of 18 July 2002 on the Provision of Electronic Services.
2. The organiser and seller is BODYWORK GROUP Sp. z o.o., with its registered office in Poznań, ul. Samuela Lindego 4, 60-573 Poznań, KRS: 0001003740 (District Court Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the KRS), share capital PLN 66,900.00, NIP (tax ID): 7811902266, REGON: 302861197 (the "Organiser" or "BODYWORK").
3. Contact: e-mail **szkolenia@body-work.pl**, tel. +48 609 805 678, correspondence address: ul. Samuela Lindego 4, 60-573 Poznań (entrance from ul. Kajki 14).
4. Sales take place through: (a) the website www.body-work.pl in the BODYWORK Academy section (and, until it is shut down, www.body-work.com.pl); (b) the online course platform at alfabetruchu.pl and alfabetruchu.podia.com (jointly: the "Website"). The Podia platform is a technical provider; the party to the contract is always the Organiser.
5. In these Terms and Conditions:
   a) **Participant** means a natural person, legal person or organisational unit purchasing a Training Course, Workshop or Online Course, as well as a person designated by the purchaser as a participant;
   b) **Consumer** means a Participant who is a consumer within the meaning of Article 22^1 of the Polish Civil Code (the "Civil Code");
   c) **Entrepreneur with consumer rights** means a natural person concluding a contract directly related to their business activity where the content of the contract shows that it is not of a professional nature for that person, resulting in particular from the subject of their business activity as disclosed in the CEIDG register (Article 38a of the Polish Consumer Rights Act of 30 May 2014, the "Consumer Rights Act"); the provisions concerning Consumers apply to such a person with respect to the right of withdrawal and unfair contract terms;
   d) **Business** means a Participant who is neither a Consumer nor an Entrepreneur with consumer rights;

e) **Training Course** means an in-person training course consisting of several modules (sessions), completed with an examination and a diploma;

f) **Workshop** means a one-off training event (usually 1–2 days), completed with a certificate of participation;

g) **Online Course** means video recordings and digital materials made available on the Website, without a tangible medium, for the access period indicated in the description (digital content);

h) **Description** means the page of a given Training Course, Workshop or Online Course on the Website containing the programme, date and venue, instructors, price, payment terms (including instalments), entry requirements, conditions for obtaining a diploma or certificate, the access period for an Online Course and – where applicable – the price of making up a module.

6. The Description forms part of the contract. Services are provided in accordance with the Description and price in force at the time the Order is placed.
7. Services co-financed through the Development Services Database (BUR) are governed primarily by the contract concluded with the Participant for BUR purposes, the BUR regulations and the service card; these Terms and Conditions apply to matters not regulated therein.

§ 2. ELECTRONIC SERVICES AND TECHNICAL REQUIREMENTS

1. The Organiser provides the following on the Website free of charge: browsing content, the Order Form, a participant account (for Online Courses – on the course platform) and the newsletter. The account may be deleted at any time by sending a request to szkolenia@body-work.pl; deleting the account ends access to Online Courses.
2. To use the Website and Online Courses you need: a device with Internet access (a bandwidth of at least 5 Mb/s is recommended for video playback), an up-to-date web browser with JavaScript and cookies enabled, and an active e-mail address.
3. Using the Internet involves risks (malware, phishing, interception of data). The Organiser uses encrypted connections and other appropriate safeguards; the Participant should use up-to-date software and should not share their password.
4. Providing unlawful content and actions disrupting the Website are prohibited. Participant reviews are not published on the Website.

§ 3. CONCLUSION OF THE CONTRACT

1. Before placing an Order, the Participant reads the Description, the total price, the payment method, these Terms and Conditions and the information on the right of withdrawal, and then accepts the Terms and Conditions by ticking the relevant box.
2. The Participant places the Order by clicking the button "Zamawiam z obowiązkiem zapłaty" ("Order with obligation to pay") or a button with equivalent, unambiguous wording. The contract is concluded when the Participant receives confirmation that the Order has been accepted.
3. Promptly after the contract is concluded, and at the latest before the provision of the service begins, the Organiser sends to the Participant's e-mail address a confirmation of the contract together with these Terms and Conditions and the information on the right of withdrawal in PDF

format (durable medium, Article 21 of the Consumer Rights Act). For an Online Course, the confirmation also includes the consent and acknowledgement referred to in § 6(5).

4. The number of places on Training Courses and Workshops is limited; places are allocated in the order in which Orders are paid. If the Description provides for entry requirements (e.g. a relevant educational background), the Organiser may ask for confirmation of them.
5. Training Courses and Workshops may also be purchased at the Organiser's premises or on the basis of an e-mail application; these Terms and Conditions apply to such contracts accordingly, and the Participant receives them together with the confirmation of the application.

§ 4. PRICES AND PAYMENTS

1. Prices are given in Polish zloty (PLN) and include VAT where applicable. With each price reduction, the Organiser states the lowest price from the 30 days before the reduction (Article 4(2) of the Polish Act of 9 May 2014 on Information on Prices of Goods and Services).
2. Payments are made using the methods indicated when placing the Order. If the Participant chooses a traditional bank transfer, the Order should be paid within 5 days of the conclusion of the contract; in the absence of payment, the Organiser requests payment within an additional 3 days and, if that period expires without effect, may withdraw from the contract (Article 491 § 1 of the Civil Code).
3. If the Description provides for payment in instalments, the amount and due dates of the instalments are stated before the Order is placed. A delay in paying an instalment exceeding 14 days, despite a payment reminder, entitles the Organiser to suspend the Participant's participation in subsequent modules until the arrears are settled.

§ 5. ORGANISATION OF TRAINING COURSES AND WORKSHOPS

1. The Organiser provides suitably qualified instructors, a training room, training materials and – if the Description so provides – catering during breaks. The Organiser does not provide transport or accommodation.
2. The Organiser may make changes to the programme that do not change the essence of the Training Course or Workshop (e.g. the order of topics, replacing an instructor with a person with equivalent qualifications). The Organiser promptly informs Participants of material changes (date, venue, scope); the Participant may then, at their choice, accept the change or withdraw and receive a full refund of the price (or of the price of the modules not delivered).
3. The Participant brings sportswear and indoor shoes if the nature of the classes so requires and follows the instructor's instructions concerning the safety of practical exercises. A Participant with contraindications to certain exercises or techniques informs the instructor, who may exempt them from performing them on their own body; this does not affect the possibility of obtaining the diploma if the Participant completes the practical part in another way indicated by the instructor.
4. The Organiser is not liable for items left unattended at the venue, unless the damage arose through its fault. The Participant is liable for damage caused through their fault on the general terms of the Civil Code.

§ 6. WITHDRAWAL FROM A DISTANCE CONTRACT (CONSUMERS AND ENTREPRENEURS WITH CONSUMER RIGHTS)

1. A Consumer may withdraw from a distance contract within 14 days of its conclusion, without giving any reason and without incurring any costs, by sending an unequivocal statement, e.g. by e-mail to szkolenia@body-work.pl. The model form in Appendix 1 may be used (this is not obligatory). To meet the deadline, it is sufficient to send the statement before it expires.
2. If the withdrawal takes place before the Training Course or Workshop begins, the Organiser refunds the entire payment received.
3. If a Training Course or Workshop begins before 14 days have passed from the conclusion of the contract, a Consumer who wishes to participate in it makes an express request in the Order for the service to begin before the withdrawal period expires. In the event of withdrawal after the classes have begun, the Consumer pays for the services performed until the withdrawal – in proportion to the price, according to the number of modules or days of classes delivered (Article 35 of the Consumer Rights Act).
4. The right of withdrawal does not apply if the Organiser has fully performed the service with the express prior consent of the Consumer, who was informed before the start of the service that they would lose the right of withdrawal once the service had been performed and acknowledged this (Article 38(1)(1) of the Consumer Rights Act).
5. **Online Courses:** the right of withdrawal does not apply if the Organiser – at the express prior request of the Consumer, who was informed before the start of the service that they would lose the right of withdrawal once the service had been performed and acknowledged this – made the Online Course available before the withdrawal period expired and sent the confirmation referred to in § 3(3) (Article 38(1)(13) of the Consumer Rights Act). On the online course platform (alfabetruchu.pl, alfabetruchu.podia.com) the Online Course is made available immediately after payment; therefore, placing an Order requires ticking the box in the Order form containing that request and acknowledgement. In other cases (e.g. an Online Course in a package with a Training Course purchased on www.body-work.pl), a Consumer who does not make such a request receives access to the Online Course after 14 days have passed from the conclusion of the contract. For packages comprising a Training Course or Workshop and an Online Course, this section applies only to the Online Course.
6. The Organiser refunds payments promptly, no later than 14 days from receipt of the statement, using the same means of payment as used by the Consumer, unless the Consumer has agreed to another means that does not involve any costs.

§ 7. CANCELLATION AFTER THE WITHDRAWAL PERIOD

1. The Participant may cancel their participation in a Training Course or Workshop at any time (terminate the contract – Article 746 § 1 in conjunction with Article 750 of the Civil Code) by notifying szkolenia@body-work.pl by e-mail.
2. In the event of cancellation, the Organiser refunds the price of the modules or days of classes not delivered, reduced only by:
   a) expenses incurred by the Organiser in order to perform the contract for that Participant which cannot be recovered (e.g. printed and issued materials, catering ordered and non-cancellable, personalised purchases) – in their actual, documented amount;

b) if the cancellation took place without good reason and less than 14 days before the start of a module and the vacated place could not be filled – the Organiser's actual loss on that account.

3. At the Participant's request, the Organiser provides a statement of the deductions. A good reason is in particular illness, an accident or an unforeseen event; the Organiser does not require medical documentation for this purpose.
4. Instead of a refund, the Participant may, at no additional cost: (a) transfer their participation to another edition of the same Training Course or Workshop (within 12 months, if an edition is organised), or (b) designate another person who meets the entry requirements, notifying this no later than the day before the classes.
5. In relations with a Business, the parties may agree different cancellation rules in the order or a separate contract; in the absence of such an agreement, sections 1–4 apply.

§ 8. ABSENCE AND MAKING UP MODULES

1. A module that took place as planned is deemed delivered also in relation to a Participant who was absent from it without a cancellation submitted in accordance with § 7.
2. A Participant who was absent from a module for reasons beyond their control (e.g. illness, an accident, an unforeseen event, force majeure) and who reported the absence before the module or promptly after the obstacle ceased may make up the module free of charge in the next edition, within 12 months of the date of the last module of their Training Course.
3. In other cases, a module may be made up within the same period for the fee stated in the Description, corresponding to the organisational costs of providing a place in another edition.
4. After 12 months, the possibility of making up a module expires, unless the absence or the lack of an edition resulted from reasons attributable to the Organiser.

§ 9. DIPLOMA, CERTIFICATE, EXAMINATION

1. To obtain a diploma of completion of a Training Course, the Participant must attend all modules (or make them up in accordance with § 8) and pass the final examination. If these conditions are not met, a certificate of participation in the modules delivered is issued.
2. The examination is taken after participation in all modules. The examination date is set by the Organiser. The rules for a resit, including any cost, are set out in the Description.
3. A Workshop participant receives a certificate of participation without an examination.
4. The conditions for obtaining a diploma or certificate are stated in the Description before the Order is placed.

§ 10. ONLINE COURSES – ACCESS AND CONFORMITY WITH THE CONTRACT

1. Access to an Online Course is granted to the Participant's account for the period indicated in the Description (and if the Description does not indicate it – for 12 months from when it is made available). Access is personal; sharing login details with other persons is prohibited.
2. The Organiser is liable to the Consumer for the conformity of the Online Course with the contract on the terms set out in Articles 43h–43q of the Consumer Rights Act. In the event of non-conformity, the Consumer may demand that it be brought into conformity and, in the cases specified in the Act, submit a declaration of price reduction or withdrawal from the contract. The

Organiser may make changes to the Online Course (e.g. updating recordings) on the terms and within the limits provided for in the Consumer Rights Act for changes to digital content.

§ 11. COPYRIGHT AND RECORDING

1. Training materials and Online Courses are works protected by the Polish Act of 4 February 1994 on Copyright and Related Rights. The Participant receives a non-exclusive, non-transferable licence to use them solely for their own educational use, during the access period (Online Courses) or indefinitely (materials issued at a Training Course).
2. Without the Organiser's consent, it is prohibited in particular to copy and distribute the materials, make them available to third parties, sell them or use them in training activities conducted by the Participant or another person. This does not limit the Participant's right to apply the knowledge and skills acquired at the Training Course in their professional work.
3. Audio and video recording during classes without the instructor's prior consent is prohibited, including recording the image of instructors and other Participants. The instructor may consent to photographs or short recordings being made for the Participant's own educational use.
4. A Participant who, despite a warning, breaches the prohibition in section 3 may be excluded from further classes on that day. The Organiser may demand the deletion of unlawfully recorded material and compensation for damage.

§ 12. IMAGE

1. During classes, the Organiser may take photographs and make recordings in order to document and promote its activities, including publication on the Website and on BODYWORK's social media.
2. The image of a Participant in which they are recognisable and constitute the main element of a photograph or recording is disseminated only with their prior, voluntary consent. Giving consent is not a condition of participation.
3. Consent is not required to disseminate general photographs and recordings in which the Participant is only a detail of the whole (Article 81(2)(2) of the Act on Copyright and Related Rights). The Participant may object to such processing; the Organiser will take the objection into account, where possible by removing or blurring the image.
4. Consent may be withdrawn at any time by e-mail to szkolenia@body-work.pl; withdrawal does not affect the lawfulness of dissemination carried out before it.

§ 13. CANCELLATION OF CLASSES AND FORCE MAJEURE

1. The Organiser may cancel a Training Course or Workshop or change its date for important reasons, in particular if the minimum number of Participants indicated in the Description has not been reached, due to sudden illness of the instructor or force majeure, informing Participants promptly and, where the minimum number of Participants has not been reached, no later than 7 days before the start.
2. In the event of cancellation, the Organiser refunds the entire payment within 14 days. In the event of a change of date, the Participant may accept the new date or cancel and receive a refund of the entire payment (or of the price of the modules not delivered).

3. The parties are not liable for failure to perform their obligations caused by force majeure (an external, extraordinary event that could not be foreseen or prevented). Once the force majeure ceases, the Organiser proposes a new date; the Participant may accept it or receive a refund of the price of the part not delivered.

§ 14. COMPLAINTS

1. Complaints may be submitted in any form, in particular by e-mail to szkolenia@body-work.pl or in writing to the correspondence address. The model in Appendix 2 may be used.
2. The complaint should include contact details, the name of the service, a description of the irregularity and the request; the absence of these details does not result in the complaint being left unexamined.
3. The Organiser responds to a complaint within 14 days of its receipt, on paper or another durable medium. If the Organiser does not respond to a Consumer within this period, the complaint is deemed accepted (Article 7a of the Consumer Rights Act).
4. A Consumer may use out-of-court dispute resolution methods – the assistance of the municipal (district) consumer ombudsman, mediation, or the permanent consumer arbitration court at the Provincial Inspectorate of Trade Inspection in Poznań. Information: www.uokik.gov.pl.

§ 15. PERSONAL DATA

1. The rules for processing personal data and using cookies are set out in the Privacy Policy and the Cookie Policy available on the Website.

§ 16. FINAL PROVISIONS

1. The Organiser may amend these Terms and Conditions for important reasons (a change in the law, a change in the method of sale or payment, a change in technical platforms, a change in the organisation of classes). An amendment takes effect 14 days after it is announced on the Website; Participants with active contracts are informed by e-mail. Contracts concluded before the amendment are governed by the previous version of the Terms and Conditions, unless the amendment is more favourable to the Participant. Previous versions are available in the "Document archive" section.
2. These Terms and Conditions do not exclude or limit the rights of Consumers and Entrepreneurs with consumer rights under mandatory provisions of law. Matters not regulated herein are governed by Polish law.
3. Appendices: no. 1 – Information on the right of withdrawal and model form; no. 2 – Model complaint.
4. These Terms and Conditions enter into force on 15 November 2026 and replace the previous terms and conditions of the Academy shop and of in-person workshops and training courses.

APPENDIX 1 – INFORMATION ON THE RIGHT OF WITHDRAWAL

Right of withdrawal. You have the right to withdraw from the contract within 14 days without giving any reason. The withdrawal period expires after 14 days from the day the contract was concluded.

To exercise the right of withdrawal, you must inform BODYWORK GROUP Sp. z o.o., ul. Samuela Lindego 4, 60-573 Poznań, e-mail: szkolenia@body-work.pl, tel. +48 609 805 678, of your decision by

an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the model withdrawal form below, but it is not obligatory. To meet the withdrawal deadline, it is sufficient to send your communication before the withdrawal period has expired.

Effects of withdrawal. We will reimburse all payments received from you without undue delay and in any event not later than 14 days from receipt of your statement, using the same means of payment as you used, unless you have expressly agreed otherwise. If you requested that the provision of the service begin during the withdrawal period, you shall pay an amount proportionate to what has been provided until you informed us of your withdrawal (e.g. modules delivered).

Exceptions. The right of withdrawal does not apply: (1) if the service has been fully performed with your express prior consent, after you were informed that you would lose the right of withdrawal once it had been performed; (2) in the case of an online course (digital content), if at your express request and after being informed of the loss of the right of withdrawal we made the course available before the withdrawal period expired and sent you confirmation of the contract.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To: BODYWORK GROUP Sp. z o.o., ul. Samuela Lindego 4, 60-573 Poznań, e-mail: szkolenia@body-work.pl

I/We(∗) hereby give notice that I/We(∗) withdraw from my/our(∗) contract for the provision of the following service / supply of the following digital content(∗):

.....

Concluded on: ..... Order number: .....

Name of consumer(s): .....

Address of consumer(s): .....

Signature of consumer(s) (only if this form is sent on paper): .....

Date: .....

(∗) Delete as appropriate.

APPENDIX 2 – MODEL COMPLAINT

(use of this model is not obligatory)

To: BODYWORK GROUP Sp. z o.o., ul. Samuela Lindego 4, 60-573 Poznań, e-mail: szkolenia@body-work.pl

Name: .....

E-mail / telephone: .....

Name of the Training Course / Workshop / Online Course: .....

Date of classes or purchase: ..... Order number: .....

Description of the irregularity:

.....

Request: .....

Date and signature: .....