TERMS AND CONDITIONS

OF THE BODYWORK MOVEMENT AND THERAPY CENTRE

effective from 15 November 2026

This is an English translation of the Polish document "Regulamin Centrum Ruchu i Terapii BODYWORK", available at www.body-work.pl and at the Centre's reception. Where the Client 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 using the services provided at the BODYWORK Movement and Therapy Centre in Poznań, ul. Kajki 14 (the "Centre"), operated by BODYWORK GROUP Sp. z o.o., with its registered office in Poznań, ul. Samuela Lindego 4, 60-573 Poznań, entered in the Register of Entrepreneurs of the National Court Register (KRS) under no. 0001003740 by the 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 ("BODYWORK").
2. Contact: Centre reception, tel. +48 609 805 660, e-mail: info@body-work.pl, correspondence address: ul. Samuela Lindego 4, 60-573 Poznań (entrance from ul. Kajki 14).
3. These Terms and Conditions are available at www.body-work.pl and at the Centre's reception. They apply to contracts concluded at the Centre's reception, through the website and through the eFitness platform. The rules for concluding distance contracts, including the right of withdrawal, are additionally set out in the Terms and Conditions of the Website and Online Shop of the Centre.
4. In these Terms and Conditions:
   a) **Client** means a natural person using BODYWORK services at the Centre;
   b) **Consumer** means a Client who is a consumer within the meaning of Article 22¹ of the Polish Civil Code; the provisions concerning Consumers also apply to 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 (Article 38a of the Polish Consumer Rights Act);
   c) **Service** means a service provided by BODYWORK, in particular personal training, group training, massage, dietary consultation, a test or diagnostic consultation, or an OPEN Pass;
   d) **Package** means a specified number of Services to be used within the validity period;
   e) **Pass / Membership** means the right to use specified Services within a given period;
   f) **BODYWORK Specialist** means a trainer, massage therapist, dietitian or other specialist providing Services in the name and on behalf of BODYWORK;
   g) **Partner** means an independent physiotherapist or physician running their own professional practice, entered in the register of entities performing medical activity, who sees patients at the Centre's premises under a separate agreement with BODYWORK;

h) **BODYWORK Academy** means the training courses, courses and workshops organised by BODYWORK.

5. The current offer, description of Services, validity periods of Packages, Passes and Memberships and the price list are available at www.body-work.pl and at the Centre's reception. Services are provided in accordance with the description and price list in force on the date the contract is concluded; a change in the price list does not apply to Services already paid for.
6. The Centre's opening hours are published at www.body-work.pl and at reception. BODYWORK may change the opening hours with at least 7 days' notice, announced on the website, at reception, on social media or by e-mail.

§ 2. CONCLUSION OF THE CONTRACT AND RULES FOR USING THE CENTRE

1. A contract for the provision of Services is concluded upon purchase of a Package, Pass, Membership or single Service – at the Centre's reception, through www.body-work.pl or through the eFitness platform.
2. The Client accepts the Terms and Conditions and price list in force on the date the contract is concluded. Before the first Service, the Client signs the Client Card (Agreement for the Use of the Centre's Services), which contains the key terms of the contract, a health declaration and – at the Client's choice – voluntary consents.
3. A Client who has purchased a Package of personal training sessions receives, during the validity of the Package, access to the Centre during opening hours in order to carry out an individual training programme, as well as a membership card.
4. The validity period runs from the date of purchase, unless the description of the Service provides otherwise. After the validity period expires, unused Services lapse; the Client is informed of this before purchase. If the Services were not used for reasons attributable to BODYWORK, the Client receives – at the Client's choice – an extension of validity or a refund of the part of the price corresponding to the unused Services.
5. Packages, Passes and Memberships may be suspended as follows:
   a) entry passes and single packages – cannot be suspended;
   b) 1- and 3-month Memberships – cannot be suspended;
   c) 6-month Membership – one suspension of up to 2 weeks;
   d) 12-month Membership – two suspensions of up to 2 weeks each, or one of up to 4 weeks.
6. The Client submits a suspension request in documentary form, in particular by e-mail to info@body-work.pl, no later than on the day before the suspension begins. Irrespective of the above, in the event of illness or another reason preventing the use of Services for at least 14 days, the Client may request a suspension or extension of validity; BODYWORK considers such requests individually and does not require medical documentation.
7. Packages, Passes and Memberships are personal and may not be transferred to other persons.
8. A Client with an active Package, Pass or Membership may use the sauna and filtered water free of charge on the terms set out in § 4 and may purchase a massage at a promotional price in accordance with the price list.
9. BODYWORK accepts the sports cards indicated in the price list (e.g. Medicover Sport) on the terms set out in the price list and in the card issuer's terms.

§ 3. BOOKINGS AND CANCELLATIONS

1. Individual Services (personal training, massage, dietetics, tests) require prior booking at reception, through the eFitness platform or directly with a BODYWORK Specialist.
2. The Client may cancel or reschedule an individual Service free of charge no later than 24 hours before its scheduled time. In the event of a later cancellation or a no-show, the Service is deemed used, because the Specialist's reserved time could not be used otherwise. Sudden situations beyond the Client's control (e.g. sudden illness, an accident, a family emergency) are considered individually, without the need to present medical documentation.
3. BODYWORK informs the Client of the cancellation or rescheduling of a Service no later than 24 hours before its scheduled time. If it fails to do so, the Client receives – at the Client's choice – an additional free Service of the same type or a refund of the price of the cancelled Service (for a Package – in proportion to the number of Services in the Package).
4. Registration for group classes takes place through the class schedule on the eFitness platform, also accessible from www.body-work.pl. A booking requires a deposit in the system wallet in the amount stated in the price list (currently PLN 20). The deposit is blocked upon booking and released after the class has taken place or after timely cancellation of the booking. Absence without timely cancellation results in the deposit being collected.
5. A group class booking may be cancelled free of charge:
   a) for classes starting at 12:00 or later – until 12:00 on the day of the class;
   b) for classes starting before 12:00 – until 18:00 on the previous day.
6. The Client may at any time request a refund of the funds held in the system wallet.
7. A Service that starts late for reasons attributable to the Client is not extended. In the event of a delay for reasons attributable to BODYWORK, the Service is extended by the time of the delay or – at the Client's choice – the Client receives an additional Service free of charge.

§ 4. SAFETY AND HOUSE RULES

1. The Client observes the safety rules in force at the Centre. The rules are explained by a BODYWORK Specialist during the first visit and are available at reception.
2. Training is permitted only in sportswear and sports footwear (indoor shoes).
3. The main training area may be used independently by Clients with an active Package of personal training sessions or an active OPEN Pass, during the hours indicated in the price list.
4. A Client training under the supervision of a trainer follows the trainer's instructions. A Client training independently follows the programme agreed with a BODYWORK Specialist and uses only equipment they have been trained to use.
5. The Client respects other people, returns equipment to its place, keeps the premises clean and follows staff instructions concerning safety.
6. A BODYWORK Specialist may interrupt a Service for reasons of the Client's safety. The Specialist may also suggest a consultation with another BODYWORK Specialist or with a Partner; following such a suggestion is voluntary.
7. Photographing and recording other Clients and staff without their consent is prohibited.
8. Being on the premises under the influence of alcohol or narcotic substances is prohibited, as is smoking tobacco products, e-cigarettes and similar products.

9. The sauna is used in accordance with the instructions posted next to it. The sauna is not available to persons under 16 years of age or to persons with health contraindications to using a sauna.
10. A person who seriously breaches these Terms and Conditions despite a prior request to stop may be asked to leave the Centre. In the event of persistent breaches, BODYWORK may terminate the contract with immediate effect, refunding the price of unused Services.

§ 5. HEALTH DECLARATION AND EXERCISE SAFETY

1. Before starting to use exercise Services, massage, dietetics or tests, the Client declares in the Client Card that they:
   a) are aware that physical activity carries a natural risk of injury and that certain health conditions may be a contraindication to exercise;
   b) have no contraindications to physical activity or have informed a BODYWORK Specialist of them;
   c) will promptly inform a BODYWORK Specialist of any changes in their health, worrying symptoms (e.g. pain, dizziness, shortness of breath) and medication that may affect exercise safety.
2. BODYWORK processes health information provided in the interview only on the basis of the Client's separate, explicit consent given in the Client Card (Article 9(2)(a) GDPR). The consent may be withdrawn at any time. Without health information, a BODYWORK Specialist may refuse to provide personal training if the lack of such information makes it impossible to plan the exercise safely.
3. The first session with a BODYWORK Specialist begins with an interview and a fitness assessment.
4. A BODYWORK Specialist may suspend a Service until a medical certificate confirming no contraindications to physical activity is presented, if this is justified for safety reasons. The certificate should not contain a diagnosis. The Client retains the right to use the Services paid for, and the validity period is extended accordingly.
5. BODYWORK is not liable for damage whose sole cause was the Client's concealment of health information or provision of false information. This provision does not limit BODYWORK's liability for damage caused through its fault.

§ 6. PHYSIOTHERAPY AND MEDICAL CONSULTATIONS – CENTRE PARTNERS

1. Partners – independent physiotherapists and physicians running their own professional practices – see patients at the Centre's premises. The list of Partners with their details (name, licence to practise number, register entry number) is available at www.body-work.pl and at the Centre's reception.
2. Health services, including physiotherapy, dry needling, percutaneous electrolysis (EPTE), functional ultrasonography and medical consultations, are provided by the Partner in their own name and on their own responsibility. The patient concludes the contract for the provision of a health service with the Partner, and the price of the service is set by the Partner.
3. BODYWORK is not a party to the health service contract and is not liable for its performance. The Partner holds compulsory civil liability insurance for entities performing medical activity. BODYWORK is responsible for the condition and safety of the premises it makes available.

4. Before the first visit, the patient completes the documentation kept by the Partner, in particular a health questionnaire and consent to the service; for higher-risk methods (e.g. dry needling, EPTE) the Partner obtains a separate written consent.
5. The Partner is the controller of their patients' personal data, including health data, and provides information on its processing. BODYWORK does not collect medical records or health data of the Partners' patients.
6. The Centre's reception may book a visit with a Partner and pass on information about a change of appointment; for this purpose BODYWORK processes only the Client's contact details. The rules for cancelling visits and for payment are set by the Partner.
7. Complaints concerning health services are handled by the Partner. They may be submitted directly to the Partner or at the Centre's reception, which will forward them to the Partner without delay.

§ 7. DIETARY SERVICES

1. Dietary consultations and body composition analyses are BODYWORK Services provided by dietitians (BODYWORK Specialists).
2. Before the consultation, the Client provides the dietitian with health information to the extent necessary to prepare recommendations – orally or in the dietary interview form – on the terms set out in § 5(2).
3. Dietary consultations are advisory and educational in nature. They do not constitute a diagnosis or treatment and do not replace medical advice. In the case of diseases requiring nutritional treatment, the dietitian may recommend a medical consultation.

§ 8. MEMBERSHIP CARD

1. The membership card is personal; the first card is issued free of charge, and a replacement for a lost or damaged card costs PLN 10.
2. The loss of a card must be reported at reception without delay so that it can be blocked. The card may not be made available to other persons.

§ 9. CHANGING ROOMS, PERSONAL BELONGINGS AND EQUIPMENT

1. Personal belongings must be removed from the lockers before the Centre closes on a given day. Items left after closing are kept at reception for 30 days and then donated to charity or disposed of (items of no value).
2. BODYWORK is liable for items left in the changing room or on the Centre's premises if the damage arose through the fault of BODYWORK or persons for whom BODYWORK is responsible. Valuables may be deposited at reception against a receipt.
3. The Client is liable for damage to the Centre's equipment and furnishings caused through their fault, on the general terms of the Civil Code. BODYWORK will provide the Client with a document confirming the cost of repair or replacement.

§ 10. VIDEO SURVEILLANCE

1. The Centre is covered by video surveillance of the building entrance, reception area, training area and corridors; the surveillance does not cover changing rooms, toilets, sanitary facilities or

treatment rooms.

2. The purpose of the surveillance is the safety of persons and the protection of property (Article 6(1)(f) GDPR). Recordings are kept for up to 3 months, unless they constitute evidence in proceedings – in which case until the final conclusion of those proceedings. BODYWORK is the controller of the recordings; details are set out in the Privacy Policy.

§ 11. ACADEMY EVENTS AND LIMITED AVAILABILITY

1. BODYWORK may temporarily change the opening hours or limit the availability of selected areas of the Centre in connection with BODYWORK Academy events, giving at least 7 days' notice in the manner set out in § 1(6).
2. If the change materially prevents the Client from using Services paid for, the Client receives a proportional extension of their validity.

§ 12. MINORS

1. A person under 13 years of age uses the Services on the basis of a contract concluded by their legal representative. A person aged 13–17 concludes the contract with the consent of their legal representative (Article 17 of the Civil Code), given in the Client Card.
2. Persons under 16 years of age use exercise Services only under the supervision of a BODYWORK Specialist; they may not use the training area or the sauna independently.
3. Consent to the processing of a minor's health data is given by their legal representative.
4. Consent to a health service provided by a Partner to a minor is given by the legal representative and, in the case of a patient aged 16 or over, also by the patient, in accordance with the Polish Act of 6 November 2008 on Patients' Rights and the Patients' Rights Ombudsman.
5. The Child Protection Standards apply at the Centre; they are available at www.body-work.pl and posted at reception, in full and short versions.

§ 13. FORCE MAJEURE AND CLOSURE OF THE CENTRE

1. The parties are not liable for failure to perform their obligations caused by force majeure, i.e. an external, extraordinary event that could not be foreseen or prevented (e.g. a natural disaster, an epidemic, a decision of a public authority, a failure of building infrastructure beyond BODYWORK's control).
2. If the Centre or part of it is closed for such reasons, BODYWORK informs Clients without delay, and the Client receives – at the Client's choice – an extension of the validity of the Package, Pass or Membership by the period of the closure or a refund of the price of the unused part of the Services.

§ 14. COMPLAINTS

1. A complaint concerning BODYWORK Services may be submitted in any form, in particular in person at reception, by e-mail to info@body-work.pl or in writing to the correspondence address.
2. The complaint should include contact details, a description of the Service and the irregularity, and the Client's request. The absence of these elements does not result in the complaint being left unexamined.

3. BODYWORK responds to a complaint within 14 days of its receipt, on paper or another durable medium (e.g. by e-mail).
4. A Consumer may use out-of-court complaint and redress procedures, in particular 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. BODYWORK GROUP Sp. z o.o. is the controller of Clients' personal data with respect to BODYWORK Services, membership and video surveillance. Detailed information is contained in the Privacy Policy available at www.body-work.pl and at reception, and in the information clause in the Client Card.
2. The controller of the data of a Partner's patients is that Partner (§ 6(5)).

§ 16. AMENDMENTS TO THE TERMS AND CONDITIONS

1. BODYWORK may amend these Terms and Conditions for important reasons, i.e. a change in the law, a change in the scope or manner of providing Services, a change in the booking or payment systems, or the need to ensure safety.
2. Clients with active Services are informed of the amendment by e-mail, and other Clients – on the website and at reception, at least 14 days before the amendments take effect.
3. A Client who does not accept the amendments may terminate the contract with effect from the date the amendments take effect and receive a refund of the price of the unused part of the Services. The amendments do not affect rights acquired before they take effect.
4. Previous versions of the Terms and Conditions are available at www.body-work.pl in the "Document archive" section.

§ 17. FINAL PROVISIONS

1. Matters not regulated herein are governed by Polish law, in particular the Civil Code and the Consumer Rights Act of 30 May 2014. These Terms and Conditions do not exclude or limit the rights of Consumers under mandatory provisions of law.
2. Disputes are resolved by the court having jurisdiction under the Code of Civil Procedure.
3. These Terms and Conditions enter into force on 15 November 2026. They apply to contracts concluded before that date on the terms set out in § 16.