BODYWORK®

CLIENT CARD

agreement for the use of the services of the BODYWORK Movement and Therapy Centre

signed once – covers all subsequent purchases

BODYWORK GROUP Sp. z o.o., ul. Samuela Lindego 4, 60-573 Poznań, KRS 0001003740, NIP 7811902266 ("BODYWORK"), operating the BODYWORK Movement and Therapy Centre, ul. Kajki 14, Poznań, info@body-work.pl, tel. +48 609 805 660, and the Client:

Name	
Telephone / e-mail	
Client under 18: date of birth and name and telephone number of the parent / legal guardian	

conclude on ..... the following agreement:

☐ I am not a Polish citizen. I have been informed of my right to have this agreement drawn up in Polish, and I request that it be drawn up in English (Article 8(1b) of the Polish Language Act of 7 October 1999).

1. WHAT THIS AGREEMENT COVERS

1. This Card is a framework agreement. You sign it once – on your first visit. Each subsequent purchase (pass, package, entry, membership) – at reception, through eFitness or the website – is a separate order under this agreement. The type of service, price and validity period are confirmed by the receipt or the purchase confirmation in eFitness.
2. We provide services in accordance with the Terms and Conditions of the Centre and the price list in force on the date of purchase (www.body-work.pl and reception). We inform you of any change to the Terms and Conditions at least 14 days in advance; if you do not accept it, you may terminate the agreement with a refund of the price of unused services (§ 16 of the Terms and Conditions).
3. Key rules (details in the Terms and Conditions):
   a) you may cancel or reschedule a service free of charge up to 24 hours before its scheduled time; after that, the service is lost (emergencies are considered individually). If we cancel later than 24 hours before, you choose an additional free service or a refund of its price;
   b) unused services expire at the end of their validity – unless the reason was on our side or was force majeure: in that case we extend the validity or refund the money (your choice);
   c) you may terminate the agreement at any time – we refund the price of unused services, deducting the services used at the unit price from the package (and, in the case of termination without good reason, also documented damage; Articles 746 and 750 of the Polish Civil Code);
   d) complaints: reception, info@body-work.pl or in writing – we respond within 14 days;
   e) physiotherapy and medical consultations are services of independent Partners, who conclude their own contracts with patients and are responsible for their services.

☐ (only if the first purchase was made online and 14 days have not yet passed) I request that the provision of services begin before the withdrawal period expires. I understand that if I withdraw, I will pay for

the services performed until then, and that once the service has been fully performed I will lose the right of withdrawal.

2. HEALTH

1. I declare that I am aware that physical activity involves a risk of injury; I have no contraindications to exercise or will report them to a BODYWORK Specialist before the session; I will keep the Specialist informed of any changes in my health, worrying symptoms and medication that may affect exercise safety.
2. ☐ **Consent (voluntary):** I consent to BODYWORK processing data concerning my health (or my child's health) that I provide to the Specialists, in order to plan training, massage, dietary consultations and tests safely (Article 9(2)(a) GDPR). Without this information, a Specialist may refuse to provide personal training if it cannot be planned safely.

3. VOLUNTARY CONSENTS – YOU MAY WITHDRAW THEM AT ANY TIME (RECEPTION OR INFO@BODY-WORK.PL)

☐ BODYWORK commercial information to my e-mail address (Article 398 of the Polish Electronic Communications Law)

☐ BODYWORK commercial information by SMS and telephone to my number (Article 398 of the Polish Electronic Communications Law)

☐ free-of-charge use of my image (or my child's image) from photographs and recordings taken at the Centre and at BODYWORK events on the website, on social media and in BODYWORK promotional materials (Article 81 of the Polish Copyright Act)

Withdrawal of consent does not affect the lawfulness of actions taken before withdrawal.

4. YOUR DATA (ARTICLE 13 GDPR)

The controller is BODYWORK GROUP Sp. z o.o. (details above). We process data in order to perform the agreement (Article 6(1)(b) GDPR), fulfil accounting obligations (point (c)), pursue claims and operate video surveillance of the Centre (point (f)), and process health data, marketing and image on the basis of consent. Recipients: IT and booking system providers (eFitness), payment operators, the accounting office, the surveillance provider, sports card issuers. We keep data for the duration of the agreement and the limitation period for claims, accounting documents – 5 years, recordings – up to 3 months, data processed on the basis of consent – until it is withdrawn. You have the right of access, rectification, erasure, restriction, data portability, objection and to lodge a complaint with the President of the Personal Data Protection Office (UODO). Providing data is voluntary but necessary to conclude the agreement. Full information: Privacy Policy (www.body-work.pl, reception).

5. FINAL PROVISIONS

The agreement is concluded for an indefinite period. Matters not regulated herein are governed by the Terms and Conditions of the Centre, the Polish Civil Code and the Polish Consumer Rights Act. I confirm that I have read the Terms and Conditions of the Centre, the price list and the Privacy Policy. On request, I will receive a copy of the Card and the Terms and Conditions by e-mail.

Client's signature (parent / legal guardian)	for BODYWORK GROUP Sp. z o.o.