PRIVACY POLICY

BODYWORK GROUP Sp. z o.o.

effective from 15 November 2026

This is an English translation of the Polish document "Polityka Prywatności", available at www.body-work.pl and at the Centre's reception. Where the data subject 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. CONTROLLER OF PERSONAL DATA

1. The controller of personal data is **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, NIP (tax ID): 7811902266, REGON: 302861197 (the "Controller" or "BODYWORK").
2. Contact with the Controller in all matters concerning personal data protection: e-mail: **info@body-work.pl**, correspondence address: BODYWORK GROUP Sp. z o.o., ul. Samuela Lindego 4, 60-573 Poznań (entrance from ul. Kajki 14), tel. +48 609 805 660.
3. The Controller has not appointed a data protection officer, as it is not required to do so under Article 37(1) GDPR.
4. This Policy concerns the personal data of:
   a) users of the website available at **www.body-work.pl**, including the subpages of the BODYWORK Movement and Therapy Centre and BODYWORK Academy, and, until it is shut down, also at www.body-work.com.pl (the "Website");
   b) clients of the BODYWORK Movement and Therapy Centre in Poznań, ul. Kajki 14 (the "Centre");
   c) participants of BODYWORK Academy training courses, workshops and courses, including online courses sold under the Alfabet Ruchu brand (the "Academy");
   d) persons contacting the Controller and candidates for employment or cooperation.
5. Personal data are processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the "GDPR"), the Polish Personal Data Protection Act of 10 May 2018, the Polish Electronic Communications Law of 12 July 2024 (the "ECL") and the Polish Act of 4 February 1994 on Copyright and Related Rights.

2. SCOPE OF DATA PROCESSED

1. Depending on the purpose, the Controller processes the following categories of data:
   a) identification and contact data: name, date of birth, residential or correspondence address, telephone number, e-mail address;
   b) data of the legal representative of a minor client: name and contact details;

c) billing data: invoice details (company name, address, tax ID), information on services and products purchased, payments, booking and entry history;

d) data contained in forms and correspondence;

e) technical data: IP address, device identifiers, data collected by cookies – on the terms described in the Cookie Policy;

f) image – recorded by the Centre's video surveillance or, with consent or to the extent permitted by Article 81(2) of the Copyright Act, for promotional purposes;

g) Academy participants' data: education and occupation (where these are a condition of participation), examination results, diploma or certificate number and, for services co-financed through the Development Services Database (BUR), data required by law and the BUR regulations;

h) health data of Centre clients using BODYWORK services (training, massage, dietetics, tests) – only to the extent provided by the client in the interview and necessary for the safe provision of the service (contraindications, injuries, pregnancy, medication affecting exercise safety);

i) data from application documents – in the case of recruitment.

2. The Controller does not process health data of patients of the physiotherapists and physicians seeing patients at the Centre's premises – see section 9.

3. PURPOSES, LEGAL BASES AND RETENTION PERIODS

PURPOSE OF PROCESSING	LEGAL BASIS	RETENTION PERIOD
Conclusion and performance of a contract (Centre services, Academy training courses and courses, sale of products, gift cards)	Article 6(1)(b) GDPR	for the duration of the contract and then until the limitation period for claims expires
Maintaining a client account (Website, eFitness platform, online course platform)	Article 6(1)(b) GDPR	until the account is deleted
Health data provided in the interview – client safety during exercise services, massage and dietetics	Article 9(2)(a) GDPR (explicit consent)	until the end of using the services or withdrawal of consent; thereafter – only to the extent necessary to defend against claims, until they become time-barred (Article 9(2)(f) GDPR)
Verification of entitlements under sports cards (e.g. Medicover Sport)	Article 6(1)(b) and (f) GDPR	for the period the card is used and the period of settlements with its issuer
Handling services co-financed through BUR (service card, surveys, settlement with the operator)	Article 6(1)(b) and (c) GDPR	the period required by the BUR regulations and the contract with the operator
Issuing diplomas and certificates and confirming their authenticity	Article 6(1)(f) GDPR – legitimate interest (documenting the course of training)	10 years from issue of the diploma

PURPOSE OF PROCESSING	LEGAL BASIS	RETENTION PERIOD
Accounting and tax obligations	Article 6(1)(c) GDPR	5 years from the end of the tax year in which the tax payment deadline expired
Handling complaints and withdrawals from contracts	Article 6(1)(c) GDPR	until the limitation period for claims expires
Establishing, pursuing and defending claims	Article 6(1)(f) GDPR	until the limitation period for claims expires
Handling enquiries and correspondence	Article 6(1)(f) GDPR	up to 12 months from the end of the correspondence
Assisting with booking visits with Partners (contact details)	Article 6(1)(f) GDPR	up to 12 months from the last visit
Newsletter and commercial information by e- mail, SMS or telephone	Article 6(1)(a) GDPR in conjunction with Article 398 ECL (consent)	until consent is withdrawn
Marketing of own services to clients (e.g. information about new classes) carried out without the use of electronic communication means	Article 6(1)(f) GDPR	until an objection is raised
Video surveillance of the Centre	Article 6(1)(f) GDPR – safety of persons and property	up to 3 months from recording; longer – until the final conclusion of proceedings in which the recording is evidence
Dissemination of an image in which the person is the main element	Article 6(1)(a) GDPR, Article 81(1) of the Copyright Act	until consent is withdrawn
Documenting and promoting events (general photographs in which the person is a detail of the whole)	Article 6(1)(f) GDPR, Article 81(2)(2) of the Copyright Act	until an objection is raised
Website statistics and analytics, online marketing (cookies)	Article 399 ECL and Article 6(1)(a) GDPR (consent)	in accordance with the Cookie Policy
Recruitment	Article 6(1)(b) and (c) GDPR; for additional data and future recruitment – Article 6(1)(a) GDPR	until the end of recruitment; with consent – up to 12 months
Implementation of the Child Protection Standards (documenting reports and interventions, staff vetting)	Article 6(1)(c) GDPR in conjunction with Articles 21 and 22c of the Polish Act of 13 May 2016 on Counteracting the Threats of Sexual Crime and the Protection of Minors	in accordance with the Child Protection Standards

4. RECIPIENTS OF DATA

1. Data may be disclosed to:
   a) entities processing data on behalf of the Controller, in particular: hosting and IT service providers, the provider of the booking and club management system (eFitness), the provider of the online course platform (Podia), payment operators (including Przelewy24, PayU, Stripe), the provider of the e-mail marketing tool (MailerLite), the accounting office, the provider of the surveillance system;
   b) entities acting as separate controllers, to the extent necessary to perform a contract or legal obligation: sports card issuers (e.g. Medicover Sport), BUR operators and institutions (for co-financed services), courier and postal companies, law firms;
   c) Partners (independent physiotherapists and physicians) – only the contact details necessary to book a visit, at the client's request;
   d) public authorities, where required by law.
2. The Controller does not sell personal data.

5. TRANSFER OF DATA OUTSIDE THE EUROPEAN ECONOMIC AREA

1. Some providers (e.g. Google, Meta, Microsoft, Podia, Stripe, MailerLite) may process data in third countries, in particular in the USA. In such cases, the transfer takes place on the basis of a European Commission adequacy decision (EU–US Data Privacy Framework) – for entities covered by it – or standard contractual clauses adopted by the European Commission (Article 46(2)(c) GDPR). A copy of the safeguards can be obtained by contacting the Controller.

6. VIDEO SURVEILLANCE

1. Video surveillance is in operation at the Centre, covering: the building entrance, the reception area, the training area and the corridors. The surveillance does not cover changing rooms, toilets, sanitary facilities or treatment rooms.
2. The purpose of the surveillance is to ensure the safety of persons and protect property. The monitored area is marked with information signs.
3. Recordings are kept for no longer than 3 months from the date of recording and are then overwritten, unless they constitute evidence in proceedings conducted under the law or the Controller has learned that they may constitute evidence in proceedings – in which case until the final conclusion of the proceedings.

7. RIGHTS OF DATA SUBJECTS

1. You have the right to:
   a) access your data and receive a copy (Article 15 GDPR);
   b) rectification of your data (Article 16 GDPR);
   c) erasure of your data (Article 17 GDPR);
   d) restriction of processing (Article 18 GDPR);
   e) portability of data processed on the basis of consent or a contract by automated means (Article 20 GDPR);

f) object to processing based on the Controller's legitimate interest – on grounds relating to your particular situation, and to marketing – at any time (Article 21 GDPR);

g) withdraw consent at any time, without affecting the lawfulness of processing carried out before its withdrawal – in particular by e-mail to info@body-work.pl;

h) lodge a complaint with the President of the Personal Data Protection Office (Prezes Urzędu Ochrony Danych Osobowych, ul. Stawki 2, 00-193 Warsaw, www.uodo.gov.pl).

8. VOLUNTARY PROVISION OF DATA

1. Providing data is voluntary but necessary to conclude and perform a contract; without it, services cannot be provided. For invoice data and BUR documentation, providing data is a statutory requirement or a requirement of the BUR regulations.
2. Providing health data is voluntary. However, the lack of this information may make it impossible to provide exercise services safely (in particular personal training), of which the BODYWORK Specialist will inform the client.
3. Marketing consents and consent to the dissemination of image are entirely voluntary and are not a condition for concluding a contract or using the services.

9. PHYSIOTHERAPY AND MEDICAL CONSULTATIONS – SEPARATE CONTROLLERS

1. Independent physiotherapists and physicians running their own professional practices, entered in the register of entities performing medical activity (the "Partners"), see patients at the Centre's premises. The list of Partners is available on the Website and at the Centre's reception.
2. The Partner is an independent controller of their patients' data, including health data, medical records, questionnaires and consents to health services. Information on the processing of these data is provided by the Partner.
3. BODYWORK processes only the client's contact details necessary to book a visit with a Partner.

10. PROFILING

1. The Controller does not make decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affect you. Marketing tools (cookies) may tailor the advertisements displayed to your interests – only with your consent.

11. SECURITY

1. The Controller applies technical and organisational measures appropriate to the risk, in particular: encrypted connections (SSL/TLS), individual accounts and access rights, authorisations and confidentiality undertakings of staff, backups, protection of paper documents against unauthorised access, and a procedure for handling personal data breaches.

12. COOKIES

1. The rules for using cookies are set out in the Cookie Policy available on the Website.

13. CHANGES TO THE PRIVACY POLICY

1. The Policy may be updated in the event of changes in the law, technology or the scope of services. The current version is available on the Website and at the Centre's reception; previous versions – in the "Document archive" section.
2. The Controller will announce material changes on the Website and will also inform clients with active services or accounts by e-mail.