TERMS AND CONDITIONS OF THE WEBSITE AND ONLINE SHOP

OF THE BODYWORK MOVEMENT AND THERAPY CENTRE

effective from 15 November 2026

This is an English translation of the Polish document "Regulamin Serwisu Internetowego i Sklepu Centrum Ruchu i Terapii BODYWORK", available at www.body-work.pl. 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 website www.body-work.pl in the part relating to the BODYWORK Movement and Therapy Centre (and, until it is shut down, also www.body-work.com.pl) and the eFitness booking and sales system available at bodywork-poznan.cms.efitness.com.pl (jointly: the "Website"), in particular the rules for concluding distance contracts, payment, withdrawal from the contract and complaints. 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 Website is run by 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 ("BODYWORK"). Contact: e-mail info@body-work.pl, tel. +48 609 805 660, correspondence address: ul. Samuela Lindego 4, 60-573 Poznań (entrance from ul. Kajki 14).
3. The rules for using the Centre (bookings, cancellations, suspensions, safety) are set out in the Terms and Conditions of the BODYWORK Movement and Therapy Centre, which form an integral part of contracts concluded through the Website. The purchase of training courses, workshops and online courses is governed by the separate Terms and Conditions of the BODYWORK Academy Website.
4. In these Terms and Conditions:
   a) **Client** means a natural person, legal person or organisational unit using the Website or placing an Order;
   b) **Consumer** means a Client who is a consumer within the meaning of Article 22¹ 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; the provisions concerning Consumers, including the right of withdrawal, apply to such a person accordingly (Article 38a of the Polish Consumer Rights Act of 30 May 2014, the "Consumer Rights Act");

d) **Service** means a BODYWORK service provided at the Centre, in particular a Package of personal or group training sessions, massage, dietary consultation, a diagnostic test, an OPEN Pass or a Membership;

e) **Product** means a movable item (e.g. clothing and accessories) or a gift card offered on the Website;

f) **Order** means the Client's declaration of intent aimed at concluding a contract;

g) **Partner** means an independent physiotherapist or physician seeing patients at the Centre's premises, as referred to in the Terms and Conditions of the Centre.

5. Partners' health services (physiotherapy, medical consultations) are not BODYWORK Services and are not sold through the Website. The Website may only enable booking a visit with a Partner.
6. Descriptions and prices of Services and Products on the Website constitute an invitation to conclude a contract (Article 71 of the Civil Code). The current offer and price list are available at www.body-work.pl; the contract is concluded according to the description and price in force at the time the Order is placed.

§ 2. ELECTRONIC SERVICES

1. BODYWORK provides the following on the Website free of charge: browsing content, the contact form, the Order Form, the Client Account, the class schedule and class booking, and the newsletter.
2. The Client Account is kept in the eFitness system; it allows the Client to purchase Services, book classes and view their purchase history and active Services. The contract for keeping the Account is concluded for an indefinite period upon registration. The Client may terminate it at any time by requesting deletion of the Account by e-mail to info@body-work.pl.
3. The newsletter is sent after the Client provides an e-mail address, gives consent and confirms the subscription; the Client may unsubscribe at any time via the link in the message or by e-mail.
4. Contracts for electronic services concluded for a fixed term (e.g. a single use of a form) terminate upon performance of the service.
5. The Client may not provide unlawful content or take actions that disrupt the operation of the Website. The Website's content is protected by copyright and may be used for personal use only.
6. Client reviews are not published on the Website. BODYWORK does not use paid placement within the meaning of the Polish Act on Counteracting Unfair Market Practices.

§ 3. TECHNICAL REQUIREMENTS AND RISKS

1. To use the Website you need: a device with Internet access, an up-to-date web browser (e.g. Chrome, Firefox, Safari, Edge) with JavaScript and cookies enabled, and an active e-mail address.
2. Using the Internet involves risks such as malware, phishing or interception of data. BODYWORK uses encrypted connections and other appropriate safeguards; the Client should use up-to-date software and antivirus protection and should not share their password.

§ 4. CONCLUSION OF THE CONTRACT

1. Orders may be placed 24 hours a day through www.body-work.pl or the eFitness system.

2. Before placing an Order, the Client reads the description of the Service or Product, the total price, the payment method, the validity period, these Terms and Conditions, the Terms and Conditions of the Centre and the information on the right of withdrawal. The Client accepts the Terms and Conditions by ticking the relevant box.
3. The Client 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 Client receives confirmation that the Order has been accepted.
4. Promptly after the contract is concluded, BODYWORK sends the Client, to their e-mail address, a confirmation of the contract together with these Terms and Conditions, the Terms and Conditions of the Centre and the information on the right of withdrawal in PDF format (durable medium, Article 21 of the Consumer Rights Act) – no later than before the provision of the Service begins or at the time the Product is delivered.

§ 5. PRICES AND PAYMENTS

1. Prices are given in Polish zloty (PLN) and include VAT. With each price reduction, BODYWORK 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. The available payment methods are indicated when placing the Order (in particular electronic payments handled by an external payment operator). If the Client chooses a traditional bank transfer, the Order should be paid within 5 days of the conclusion of the contract. In the absence of payment, BODYWORK requests the Client by e-mail to pay 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 a Membership provides for recurring payments or automatic renewal, before placing the Order the Client receives information on the duration of the contract, the amount and dates of payments and how to terminate it. A Membership concluded for an indefinite period may be terminated by the Client at any time with 30 days' notice, in documentary form (e.g. by e-mail to info@body-work.pl).

§ 6. PRODUCTS AND GIFT CARDS

1. Products are handed over at the Centre's reception or shipped to an address in Poland – according to the Client's choice and the options given in the Order. The delivery cost and time are stated before the Order is placed; the shipping time does not exceed 5 business days from the payment being credited, unless the Product description states otherwise.
2. A gift card entitles its holder to purchase BODYWORK Services of the value or scope stated on the card, within the validity period stated on the card (at least 6 months). The card cannot be exchanged for cash.
3. BODYWORK is liable to the Consumer for the conformity of the Product with the contract on the terms set out in Articles 43a–43g of the Consumer Rights Act. In the event of non-conformity, the Consumer may demand repair or replacement and, in the cases specified in the Act, submit a declaration of price reduction or withdrawal from the contract. In relation to Clients who are not Consumers (or Entrepreneurs with consumer rights), liability under the statutory warranty is excluded (Article 558 § 1 of the Civil Code).

§ 7. RIGHT OF WITHDRAWAL

1. A Consumer who has concluded a distance contract may withdraw from it within 14 days without giving any reason and without incurring any costs other than those specified in section 6. The period runs: for a contract for the provision of a Service – from the date the contract is concluded; for a contract of sale of a Product – from the date the Consumer takes possession of the Product.
2. To withdraw from the contract, it is sufficient to send an unequivocal statement before the deadline, e.g. by e-mail to info@body-work.pl. The model form in Appendix 1 may be used (this is not obligatory). BODYWORK will promptly confirm receipt of the statement.
3. If the Consumer wishes the provision of the Service to begin before 14 days have passed from the conclusion of the contract, the Consumer makes an express request to that effect in the Order. In the event of withdrawal after such a request, the Consumer pays for the Services performed until the withdrawal – in proportion to the price (Article 35 of the Consumer Rights Act), e.g. for training sessions from a Package that have already taken place.
4. The right of withdrawal does not apply if BODYWORK 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) – e.g. after using a single Service or an entire Package.
5. BODYWORK 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 for them. In the case of Products, BODYWORK may withhold the refund until it has received the Product or proof that it has been sent back.
6. The Consumer sends the Product back to BODYWORK's correspondence address (or returns it at the Centre's reception) within 14 days of withdrawal and bears the direct cost of returning it. BODYWORK does not refund the additional costs of a delivery method chosen by the Consumer if it was more expensive than the cheapest one offered. The Consumer is liable for any diminished value of the Product resulting from handling it beyond what is necessary to establish its nature, characteristics and functioning.

§ 8. COMPLAINTS

1. Complaints concerning Services, Products and electronic services may be submitted in any form, in particular by e-mail to info@body-work.pl, in writing to the correspondence address or in person at the Centre's reception. The model in Appendix 2 may be used.
2. The complaint should include the Client's contact details, a description of the irregularity and the request; the absence of these details 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. If BODYWORK does not respond to a Consumer within this period, the complaint is deemed accepted (Article 7a of the Consumer Rights Act).
4. Complaints concerning Partners' health services are handled by the Partner; those submitted to BODYWORK are forwarded to the Partner without delay.

§ 9. OUT-OF-COURT DISPUTE RESOLUTION

1. A Consumer may use the assistance of the municipal (district) consumer ombudsman or consumer organisations (Federacja Konsumentów, Stowarzyszenie Konsumentów Polskich), mediation conducted by the Provincial Inspectorate of Trade Inspection in Poznań, or the permanent consumer arbitration court at that Inspectorate. Use of these procedures is voluntary. Information: www.uokik.gov.pl.

§ 10. PERSONAL DATA AND COOKIES

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.

§ 11. FINAL PROVISIONS

1. BODYWORK may amend these Terms and Conditions for important reasons (a change in the law, a change in the method of payment or concluding contracts, a change in technical systems, a change in the scope of services). An amendment takes effect 14 days after it is announced on the Website; Clients with an Account are informed by e-mail. Contracts concluded before the amendment are governed by the previous version of the Terms and Conditions. The Client may terminate the Account contract before the amendments take effect. 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 withdrawal form; no. 2 – Model complaint.
4. These Terms and Conditions enter into force on 15 November 2026.

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 (Service) or from the day on which you acquired physical possession of the Product.

To exercise the right of withdrawal, you must inform BODYWORK GROUP Sp. z o.o., ul. Samuela Lindego 4, 60-573 Poznań, e-mail: info@body-work.pl, tel. +48 609 805 660, 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, including the costs of delivering the Product (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type), 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. We may withhold reimbursement until we have received the Product back or you have supplied evidence of having sent it back. You must send back or return the Product at reception within 14 days of withdrawal; you bear the direct cost of returning it. You are

only liable for any diminished value of the Product resulting from handling other than what is necessary to establish its nature, characteristics and functioning.

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.

Exception. The right of withdrawal does not apply 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.

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: info@body-work.pl

I/We(∗) hereby give notice that I/We(∗) withdraw from my/our(∗) contract of sale of the following goods(∗) / for the provision of the following service(∗): .....

Concluded on(∗) / received 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: info@body-work.pl

Name: .....

E-mail / telephone: .....

Order number (if applicable): .....

Service / Product concerned: .....

Date of purchase: ..... Date the irregularity was discovered: .....

Description of the irregularity:

.....

Request: .....

Bank account number for a possible refund (optional): .....

Date and signature: .....