

## **TERMS AND CONDITIONS OF USE OF SHAPE.CARE**

### **§ 1. General provisions**

1. These Terms and Conditions set out rules, conditions, and scope of use of the *Shape.Care – Home & Gym Training App* and Portal <https://shape.care>, as well as rules for provision of services to Users.
2. The owner of the Portal and App, as well as provider of services ensured by the App, is Shape.Care Sp. z o.o. [limited liability company] with registered seat in Krakow, address: Podole 60, 30-394 Krakow, entered into the register of entrepreneurs of the National Court Register, held by the District Court for Krakow-Śródmieście in Krakow, 11<sup>th</sup> Economic Division of the National Court Register, under the number KRS 0000704588, REGON [Statistical no.]: 368810426, NIP [Tax ID no.]: 6762539700. Users may contact Shape.Care using the following e-mail address: [contact@shape.care](mailto:contact@shape.care).
3. Provisions of these Terms and Conditions do not exclude or restrict any applicable rights of Consumers – they remain in full force. In the case of discrepancies between provisions of these Terms and Conditions with applicable regulations, the said regulations shall apply; however, other provisions of these Terms and Conditions shall remain valid and enforceable.

### **§ 2. Definitions**

For the purposes of these Terms and Conditions, the following terms shall take the following meaning:

1. **App** – mobile application '*Shape.Care – Home & Gym Training*' intended for mobile devices with Android and iOS operating systems;
2. **Contact form** – Electronic service available at the Portal, allowing Users to send messages to Shape.Care;
3. **Consumer** – natural person purchasing the PREMIUM Training Plan for purposes not directly related to its economic or professional activity (in accordance with provisions of Art. 22<sup>1</sup> of the Civil Code); from 01 January 2021, Consumers are also natural persons who have concluded a Training Plan sales agreement with Shape.Care, when the nature of the said agreement is not professional, in particular resulting from the scope of its economic activity, made available in accordance with regulations on Central Registration and Information on Business Activities;
4. **User account** – Electronic service available to App Users upon registration and signing in, allowing e.g. to choose training modules, use training plans, purchase a PREMIUM training plan, monitor their progress, chat with their coaches and access their training history;
5. **Newsletter** – a news bulletin sent by e-mail, used to communicate with Users who subscribe to the Shape.Care mailing list;

6. **Payment operator** – PayU <https://poland.payu.com/>; PayU S.A., address: ul. Grunwaldzka 186 60-166 Poznań NIP [Tax ID no.]: 779-23-08-495
7. **PREMIUM training plan** – a paid training plan prepared by a personal trainer cooperating with Shape.Care, available for purchase through the App;
8. **Entrepreneur** – natural person, legal entity, or organizational unit not being legal entity, whose legal capacity is regulated by separate legislation, conducting an economic activity;
9. **Portal** – website available at <https://shape.care/>;
10. **Terms and Conditions** – these Terms and Conditions, available through the App and Portal at <https://cdn.shape.care/terms-and-conditions.pdf>;
11. **Shape.Care** – Shape.Care Sp. z o.o. [limited liability company] with registered seat in Krakow, address: Podole 60, 30-394 Krakow, entered into the register of entrepreneurs of the National Court Register, held by the District Court for Krakow-Śródmieście in Krakow, 11<sup>th</sup> Economic Division of the National Court Register, under the number KRS 0000704588, REGON [Statistical no.]: 368810426, NIP [Tax ID no.]: 6762539700;
12. **Electronic services** – services provided by Shape.Care using electronic means, through the Portal and the App, in particular: Contact Form, User Account, and Newsletter;
13. **User** – any natural person using the Portal or the App.

### **§ 3. Technical requirements and App access rules**

1. The App is available to all persons using mobile devices (phone, tablet, etc.) that meet the technical requirements mentioned in this provision, once they download the App from an appropriate mobile app store: Google Play (for Android) or AppStore (for iOS), and following its correct activation.
2. The User's mobile device on which the App is to be launched should meet the following technical requirements concerning operating systems:
  - 1) for the App version downloaded from Google Play store - Android 5.1 (or higher);
  - 2) for the App version downloaded from App Store – iOS 12 (or higher).
3. Downloading and installing the App from sources other than those mentioned in sec. 2 shall constitute an infringement of these Terms and Conditions; however, it does not apply to Users' mobile devices that have the app preinstalled with Shape.Care's authorization.
4. To launch and properly use the App, the User needs an active Internet connection. Other functions, such as GPS and Bluetooth connection, are optional.
5. Once the App is downloaded and installed on a mobile device, the User concludes an agreement on provision of services by electronic means with Shape.Care concerning the use of the App, i.e. access to the App's functionalities.

6. The App, if downloaded from stores mentioned in § 3 sec. 1, as well as use of basic services offered through the App, is free of charge. There is, however, an option of paid use of additional functions of the App, including, in particular, through conclusion of a PREMIUM Training Plan sales agreement. Paid functionalities are expressly marked in the App to allow the User to have full understanding of amounts of the costs incurred when using paid functionalities of the App.
7. Costs of data transmission required to download, install, activate, and use the App shall be borne by the User, based on agreements concluded with Internet service providers. Shape.Care recommends Users to use the App's and the operating system's functions based on measurements of quantities of data being transferred.
8. In order to use all the App's functionalities, the User should register and set up their User Account.
9. Users are obligated to use the App in accordance with applicable regulations, these Terms and Conditions, and regulations of stores from which the App has been downloaded, as well as with principles of social co-existence, including general rules for using the Internet and mobile applications.
10. Users are required, in particular, to:
  - 1) use the App in a way that does not disrupt its functioning;
  - 2) use the App in a manner that is not inconvenient to other Shape.Care users, respecting third party personal rights and other rights to which they are entitled;
  - 3) use all information and materials made available through the App exclusively within the extent of permitted use.
11. Users are required to immediately inform Shape.Care of any infringement of their rights resulting from use of the App.
12. Users, in order to facilitate proper use of the App, should accept 'push' notifications with respect to services provided through the App.
13. Users may cease using the App, in particular if they do not accept changes introduced in the Terms and Conditions, Privacy Policy, or App update. Discontinuation of use of the App means it should be uninstalled from the User's mobile device.
14. If it is found that the User has infringed these Terms and Conditions, law regulations, or principles of social co-existence, or harmed the justified interest of Shape.Care, in particular its good reputation, Shape.Care may undertake all legally permitted actions, including restricting the use of the App and services provided through the App by the User.

#### **§ 4. Creating User Account**

1. Once the App is launched, the User is required to go through the registration process in order to create a User Account.
2. In order to create a User Account, the User should:
  - 1) have a Facebook account (<https://www.facebook.com>) or a Google account (<http://google.com>), or sign in with their first and last name, e-mail address and password, and:
  - 2) read and accept provisions of these Terms and Conditions and Privacy Policy and accept them;
  - 3) send a completed registration form to Shape.Care by clicking the 'Save' button that concludes the registration process.
3. Upon submission of the completed registration form, a registration confirmation will be sent to the e-mail address provided during registration.
4. Upon reception of the confirmation, an Electronic service provision (User Account) agreement is concluded (for an indefinite period).
5. User may log in to their account by entering their e-mail address and password, or by using their Facebook or Google account to log in.
6. Launching and signing in to the App (or running the App in the background) is necessary to use the App's functionalities.

#### **§ 5. Use of services provided through the App**

Services provided through the App consist, in particular, in:

1. Making available a list of training plans composed of:
  - a) free training plans made available by Shape.Care,
  - b) training plans made available by the gym frequented by the User, i.e. training plans linked to the fitness center whose membership has been bought by the User – provided that Shape.Care has concluded an agreement with that fitness center, and
  - c) paid training plans of independent personal trainers (PREMIUM training plan);
2. Allowing the User to choose one training module that will permit them to activate a training plan, according to which successive trainings from the list become available, along with a *timer* for each session, as well as description of each exercise, number of repetitions, sets, weight, duration of the exercise, and breaks between exercises;
3. After each session, calculating the number of calories burned, duration of the session, and preparing a summary of the completed training, including in the context of the entire training plan (progress monitoring);
4. Granting the User access to training history along with summarized training data;
5. Allowing the User to contact their personal trainer via a text chat tool.

## **§6. Purchase of the PREMIUM training plan**

1. Users who wish to purchase the PREMIUM training plan conclude a sales agreement with Shape.Care, consisting in the following:
  - 1) User logs in to the App User Account;
  - 2) User chooses their preferred PREMIUM training plan by clicking the 'Activate' button along with its attributed price;
  - 3) User chooses the preferred payment method;
  - 4) If the User wishes to receive an invoice, they should provide invoicing data: entity name, address (street and building no., zip code, city) and the NIP number [Tax Identification No.];
  - 5) User submits a declaration of acceptance of these Terms and Conditions and the Privacy Policy (acceptance is voluntary but necessary to register and purchase the PREMIUM training plan);
  - 6) User sends the form to Shape.Care by clicking the 'Order & Pay' button.
2. Once the User clicks the 'Order & Pay' button, they will be directed to the website of their chosen Payment Operator in order to complete the payment of the price of the PREMIUM training plan.
3. Once the payment is complete, the User shall be directed to a purchase confirmation page. From this moment, the digital content sales agreement, i.e. the PREMIUM training plan, is deemed to have been concluded between the User and Shape.Care for an indefinite period. Confirmation of purchase of the PREMIUM training plan will also be sent to the User's e-mail address provided in the registration form.
4. Information concerning the price of the PREMIUM training plan is expressed in gross amounts.
5. When purchasing the PREMIUM training plan, the Consumer submits a declaration of consent for delivery of digital content, i.e. the PREMIUM training plan, before the elapse of the withdrawal period, thus renouncing the right to withdraw from the agreement, which will allow for an immediate use of the PREMIUM training plan. Failure to submit the abovementioned declaration shall prevent the User from gaining access to the PREMIUM training plan before expiry of the 14-day withdrawal period.
6. The PREMIUM training plan purchased by the User shall be made available to them in their User Account immediately once payment is made and processed.
7. The purchase of the PREMIUM training plan allows for its sole personal and private use by the User. The purchase of the PREMIUM training plan does not mean that any copyright or license is transferred or granted to the User. Recording, copying, marketing and dissemination of the PREMIUM training plan, other than expressly allowed in these Terms and Regulations, requires prior consent of Shape.Care in written or electronic form under pain of nullity, unless it is expressly permitted by applicable law.

8. From 1 January 2021, the User being an entrepreneur conducting a single-person business activity, who concludes an agreement with Shape.Care concerning purchase of a PREMIUM training plan, which is not related with the entrepreneur's professional activity (in particular, resulting from the core business activity as stated and made available based on regulations on Central Registration and Information on Business), may purchase the PREMIUM training plan on the same footing as persons granted the Consumer status. In order to do that, when making the purchase, the User shall submit a declaration of purchase of the PREMIUM training plan for purposes not related to their core business activity. Shape.Care reserves the right to verify the accuracy of the submitted declaration and refuse to grant the entrepreneur the Consumer status, should the declaration prove to be inaccurate or false.
9. Shape.Care is obligated to deliver to the User a PREMIUM training plan free of any defects.
10. Shape.Care is responsible to the User should the PREMIUM training plan have any physical or legal defects (warranty for defects).
11. If the User finds defects in the PREMIUM training plan, they should notify Shape.Care of that fact, at the same time stating their claim pertaining to that defect or submitting an appropriate declaration. The User may contact Shape.Care using traditional mail or by e-mail.
12. Shape.Care shall consider the User's complaint concerning the PREMIUM training plan within 14 days from the date of service of the complaint, using the same means of communication that was used to file the complaint.

## **§ 7. Withdrawal from the Agreement by the Consumer**

1. Consumer who concluded a distance contract with Shape.Care or signed an agreement outside the company's registered seat, is entitled to withdraw from the agreement without giving any reason thereof, within 14 days from conclusion of the agreement.
2. Consumer does not have the right to withdraw from the distance contract concerning delivery of digital contents that are not supplied on a tangible medium (in this case, purchase of the PREMIUM training plan), if the service provision has started, with the express consent of the Consumer, before the expiry of the withdrawal period, and upon notification of the User by Shape.Care of the loss of right to withdraw from the agreement. If the Consumer agrees to the provision of the service (delivery of the PREMIUM training plan) before the elapse of the withdrawal period, they can be granted access to the service (PREMIUM training plan) before the expiry of the 14-day period; however, in that case, the Consumer shall lose the right to withdraw from the agreement.
3. To withdraw from the agreement, the Consumer shall inform Shape.Care of their decision to withdraw by way of an express declaration – e.g. a letter sent by regular mail or by e-mail. Declaration of withdrawal may be made on the

form attached to these Terms and Regulations as Appendix 1. The use of the form is not mandatory.

4. To meet the withdrawal deadline, the Consumer shall send an information concerning the use of the Consumer's right to withdraw from the agreement to Shape.Care before the expiry of the withdrawal period.
5. In the case of withdrawal, Shape.Care shall reimburse all payments received from the Consumer immediately, i.e. not later than within 14 days from the date on which Shape.Care was notified of the Consumer's use of the right to withdraw from the agreement. The reimbursement shall be made using the same payment method, unless otherwise agreed with the Consumer, if they decide to choose another payment method that does not entail any additional costs to the Consumer.

### **§ 8. Responsibility of Shape.Care**

1. Shape.Care ensures ongoing surveillance over technical operation of the App and the Portal, guaranteeing correct functioning thereof.
2. Users use the Portal and the App on a voluntary basis. Users shall ensure the possibility of proper functioning of the Portal to the extent depending on the User (e.g. correct functioning of their mobile devices, application of settings enabling reception of App notifications, etc.). Responsibility for correct functioning of services, applications, and Internet portals other than the App and the Portal shall be borne by their respective providers.
3. Shape.Care shall not be held responsible for limitations or technical problems of IT systems used by Users' mobile devices, which hinder or limit the Users' use of the Portal, App, and services offered by those means.

### **§ 9. Electronic services**

1. Shape.Care provides the following Electronic Services, free of charge and in accordance with these Terms and Conditions:
  - 1) Contact form;
  - 2) User Account;
  - 3) Newsletter.
2. Electronic Services referred to in § 9 sec. 1 shall be provided, generally, 24 hours a day, 7 days a week.
3. Contact form available at the Portal allows Users to send messages to Shape.Care. The Contact Form can be used on a one-off basis and ends with sending of the message to Shape.Care. The User may terminate the use of Contact Form at any time by closing the page or the Portal.
4. User Account allows Users to use a dedicated App panel facilitating the use of services provided for in § 5 sec. 1. In order to create User Account, the User shall complete the registration process, free of charge, in accordance with rules

provided in § 4. The User may cease to use the 'User Account' Electronic Service by logging out. To delete their User Account, the User shall send a request by e-mail (to [contact@shape.care](mailto:contact@shape.care)) or by a regular letter sent to Shape.Care's address. The User Account shall be deleted within 14 days from the date of submission of the request. Removal of the User Account shall cause an irreversible deletion of all data stored in the said Account by the User. Shape.Care may terminate the agreement on provision of the 'User Account' Electronic Service for important reasons, with 14-day notice period, by sending a declaration of termination to the e-mail address provided by the User during registration. In the case where the User Account owner purchased a PREMIUM training plan, the notice period shall end not earlier than on the date of termination of the PREMIUM training plan.

5. The Newsletter allows Users to receive information on Shape.Care products, services, and events. The User may subscribe to the Newsletter by choosing one of the following options:
  - 1) through the Portal, by providing their personal, active e-mail address and by giving their consent to receive commercial information from Shape.Care to the provided e-mail address.
  - 2) through the App by choosing the 'Settings' tab, by giving their consent to receive commercial information from Shape.Care, and clicking the 'Save' button;Subsequently, the User shall confirm subscription to the Newsletter by clicking the activation link sent to the provided e-mail address.
6. Users may cancel the Newsletter subscription at any time by:
  - 1) clicking the link included in every message sent to them in the Newsletter;
  - 2) through the App by choosing the 'Settings' tab, by ticking the box containing declaration of resignation from reception of commercial information from Shape.Care, and clicking the 'Save' button.
7. Shape.Care may terminate the agreement on provision of the 'Newsletter' Electronic Service for important reasons, with 14-day notice period, by sending a declaration of termination to the e-mail address provided by the User during registration.
8. Shape.Care has the right to terminate the Electronic Service provision agreement, including the right to delete User's account, effective immediately, in the following cases:
  - 1) infringement of important Terms and Conditions by the User,
  - 2) placing of content that does not comply with applicable law regulations by the User,
  - 3) use of the Electronic Service by the User that is inconsistent with those mentioned in these Terms and Conditions,
  - 4) removal of the User's e-mail address used by the User Account without providing a new, active e-mail address of the User,
  - 5) repeated notifications of an overfilled User e-mail inbox sent to Shape.Care, which prevents further provision of Electronic Services.

9. Shape.Care reserves the right to refuse to provide Electronic Services to the User and to remove the User's Account, if it is created again after it was removed as a result of an infringement of these Terms and Conditions.

### **§ 10. Claims procedure**

1. Complaints, claims, objections, and questions pertaining to operation and functioning of the Portal or the App, including Electronic Services, as well as complaints concerning the PREMIUM training plan, should be submitted in writing to the registered seat of Shape.Care or by e-mail to [contact@shape.care](mailto:contact@shape.care).
2. Complaint should include a description of the problem that gave rise to the claim along with User's details (first and last name, address or e-mail). If it arises from the nature of the complaint, the User shall also provide the name and model of their mobile device along with information concerning the version of the operating system installed on that device. Complaints not providing data allowing to identify Users may not be considered by Shape.Care. Complaints concerning the PREMIUM training plan should also include one of the following claims made by the User: removal of the PREMIUM training plan's defect or reduction of the PREMIUM training plan's price (along with statement of the amount by which the price is to be reduced).
3. Shape.Care is entitled to contact the User who sent their complaint or claim, as well as with the User concerned by those claims or complaints, to the extent necessary to ascertain the validity of the claim or complaint and, if necessary, to carry out an investigation of the complaint.
4. The complaint shall be considered within 14 days from the date of its reception by Shape.Care.
5. Shape.Care shall inform the User lodging the complaint of the completion of complaint processing procedure to the correspondence address or e-mail address provided in the claim form.
6. In the case of a complaint concerning the PREMIUM training plan made by a Consumer who demanded that a defect of the PREMIUM training plan be removed or lodged a claim to reduce the price and stated the amount by which the price is to be reduced, and Shape.Care did not respond to that demand within 14 days, it should be implied that Shape.Care considers that the Consumer's demand is justified.

## **§ 11. Out-of-court complaint and claims procedures**

1. Consumers may use out-of-court complaint and claims mechanisms, for example:
  - 1) apply to the Permanent Consumer Arbitration Court for settlement of a dispute resulting from the agreement concluded by the Consumer,
  - 2) use of mediation by the Consumer; lists of mediators and existing mediation centers are made available by presidents of competent district courts in Poland;
  - 3) apply to the provincial (municipal) Consumer Ombudsman or another social entity whose statutory role is to protect consumers.
2. Detailed information concerning out-of-court claims and complaint procedures may be found at the Office for Competition and Consumer Protection (UOKIK)'s website: <http://www.uokik.gov.pl>.
3. A register of out-of-court consumer arbitration institutions in Poland, held by the President of the UOKIK, can be found at: [https://www.uokik.gov.pl/rejestr\\_podmiot\\_uprawnionych.php](https://www.uokik.gov.pl/rejestr_podmiot_uprawnionych.php)
4. In the case of complaint rejection, Shape.Care declares the will to use the out-of-court consumer arbitration mechanism. The competent entity in the aforementioned procedure is, in the case of Shape.Care, Trade Inspection, i.e. Lesser Poland Voivodship Trade Inspector in Krakow: [www.krakow.wiih.gov.pl](http://www.krakow.wiih.gov.pl).
5. In order to settle a dispute with Shape.Care, the Consumer may also use the ODR platform (*Online Dispute Resolution*), available at <http://ec.europa.eu/consumers/odr>. This platform allows to settle disputes between consumers and entrepreneurs aiming at an out-of-court dispute settlement concerning obligations arising from a sales agreement or service provision agreement concluded through the Internet.

## **§ 12. Provisions applicable to Entrepreneurs**

1. Provisions of this paragraph shall apply exclusively to Users being non-consumers.
2. Entrepreneurs are not entitled to the right of withdrawal from a concluded sales agreement mentioned in § 7 of these Terms and Conditions.
3. Responsibility of Shape.Care towards Entrepreneurs, regardless of its legal basis, is limited – both as concerns a single claim and in the case of a number of claims considered jointly – to the price of the PREMIUM training plan paid by the Entrepreneur.
4. Shape.Care has the right to withdraw from an agreement concluded with the Entrepreneur within 14 days from its conclusion, without providing reasons thereof. Shape.Care shall not be held liable towards the Entrepreneur for failure to perform its obligations, except for the circumstances mentioned Art. 473 § 2 of the Civil Code.

5. Shape.Care's liability towards the Entrepreneur does not include liability for lost profits.
6. All disputes that may arise between Shape.Care and the Entrepreneur shall be settled by the court with the jurisdiction over the registered seat of Shape.Care.
7. Shape.Care shall not be held liable towards the Entrepreneur for any difficulties or inability to use the App, Portal, or purchase the PREMIUM training plan.
8. The Entrepreneur consents to issuance of a VAT invoice by Shape.Care and its delivery in an electronic form (PDF file) to the e-mail address provided in the registration form.

### **§ 13. Functioning of the Portal and the App**

1. The following technical conditions must be met by the User's computer or other device in order to use the Portal:
  - 1) Internet access,
  - 2) standard operating system (Windows 10 or higher, Linux 5.9.14 or higher, Mac OS 11 or higher, Android 5.1 or higher, iOS 12 or higher),
  - 3) Google Chrome 74 or higher, Mozilla Firefox 70 or higher, Microsoft Explorer 11 or higher, Microsoft Edge 80 or higher, Opera 65 or higher, Safari 10.1 or higher
2. Shape.Care shall use its best efforts to allow the Portal and the App to function continuously. Shape.Care hereby stipulates that there may be technical breaks in operation of the Portal and the App.
3. Shape.Care may suspend the functioning or block access to the Portal or the App or certain functions thereof, particularly for maintenance reasons, hardware replacement, Portal or App modifications, or for reasons beyond Shape.Care's reasonable control.
4. In the case of a breach of rules of use of the Portal or the App, provided for in these Terms and Conditions as well as in applicable regulations, including breach of security of the Portal or the App, placing illegal or abusive contents in the App, as well as contents insulting other entities, upon reception by Shape.Care of a credible report of such illegal, irregular or abusive use of the Portal or the Application or of placement of illegal content by one of the Users, Shape.Care shall immediately block access of such User to any such data, as well as to the Portal and/or App and Electronic Services provided by means of the Portal and/or the App; it shall also delete the illegal or abusive content.

## **§ 14. Users' rights and obligations**

1. Each User is required to comply with the prohibition to place illegal content, under pain of legal liability. In particular, the User is prohibited from:
  - 1) using the Portal or the App to create, store or disseminate content inciting violent behavior, destruction of property, offences or other acts that may entail criminal or civil liability;
  - 2) using the Portal or the App to cause harm to minors or to attempt to do so;
  - 3) using the Portal or the App to create, store or disseminate content aimed at harassing other Users;
  - 4) using the Portal or the App to place false, misleading or inaccurate offers of sale or purchase of products, objects, or services, encourage others to send spam or 'coppypastas' or to join groups operating based on pyramid schemes, etc.;
  - 5) using the Portal or the App, without written consent of Shape.Care (under pain of nullity), including creating, storing, or disseminating advertising materials, in particular direct and indirect advertising of products and services and for hidden commercial purposes;
  - 6) using the Portal or the App to gain unlawful access to data of other Users and to attempt to breach security of the data, software, hardware, or electronic communication systems of third parties, as well as the telecommunications network;
  - 7) using the Portal or the App in order to collect third parties' personal data without their knowledge or consent, including undertaking activities aimed at collecting data from computer screens (*screen scraping*) and collecting information from databases (*database scraping*), or other actions aimed at gaining access to the list of Users or any other data;
  - 8) using the Portal or the App to perform any actions that may lead to loss or restriction of access to the Portal, App, or Internet in general, of other Users, including all practices related to hacking activities;
  - 9) using information and materials placed in the Portal or the App in an unlawful manner or contrary to public policy, or in a manner that is prejudicial to third parties' interests or the interests of Shape.Care;
  - 10) using the Portal or the App in a manner causing network congestion;
  - 11) using the Portal or the App in a manner that is prejudicial to the interests of Shape.Care;
  - 12) using programs automatically downloading contents of the Portal or the App without prior written or e-mail consent of Shape.Care under pain of nullity;
  - 13) placing materials and information from the Portal or the App on other websites or using them in any other form without prior written or e-mail consent of Shape.Care under pain of nullity.
2. The User does not have the right to:
  - 1) disseminate, distribute and place the contents from the Portal or the App (in part or in full) on the market,
  - 2) interfere with the contents placed in the Portal or the App,

- 3) delete Shape.Care labels and technical protection from the Portal or the App,
  - 4) share data used to log in to the User Account with other persons, except for situations in which the Account is accessed as part of the permitted personal use.
3. Use of the Portal and the App is only possible through the Internet network, which may result in a risk of transfer and modifications of data of the Users by unauthorized persons. In view of the above, in order to minimize risks resulting from the use of the public Internet network, Users should use technical means protecting their devices from any external threats, in particular, use anti-virus software.
  4. Should the User encounter content that is inaccurate, false, insulting, unlawful or abusive in any way, it should be reported immediately to Shape.Care – please use the following address: [contact@shape.care](mailto:contact@shape.care).

### **§ 15. Intellectual property rights**

1. Shape.Care hereby informs that materials and contents published in the Portal and the App are considered 'Work' within the meaning of the Act of 4 February 1994 on copyright and derivative rights, and the owner of the copyright is Shape.Care (or other entities authorized thereto). Further dissemination by the User of contents and materials referred to in this section, without prior consent of Shape.Care, shall be considered as copyright infringement.
2. The User has the right to download and print all the contents of the Portal and the App (or fragments thereof), provided that they do so for personal use only (permitted personal use), as long as it does not infringe any copyright or derivative rights, as well as industrial property rights of Shape.Care (or other authorized entities).
3. No part of the Portal or the App, including information and materials contained therein, may be copied for commercial purposes (in part or in full, including for purposes related to Users' business activity), transmitted by electronic means or modified, linked, reproduced in any field of exploitation, or used in any other way without prior consent of Shape.Care or other authorized entity, expressed in writing under pain of nullity.
4. No part of the Portal or the App, including information and materials contained therein, may be copied for commercial purposes (in part or in full, including for purposes related to Users' business activity), transmitted by electronic means or modified, linked, reproduced in any field of exploitation, or used in any other way without prior consent of Shape.Care or other authorized entity, expressed in writing under pain of nullity.
5. Infringement of copyright by the User in any way may result in disciplinary action under applicable regulations.
6. The Portal, the App, and materials and information contained therein, as well as their layout, logotypes, graphic elements and trademarks, are the sole

property of Shape.Care or its business partners, and are therefore protected by law.

### **§ 16. Personal data and cookie policy**

1. The administrator of Users' personal data is Shape.Care.
2. Users' personal data is processed in accordance with requirements of the Regulation of the European Parliament and the Council (EU) 2016/679 of 27 April 2016 on protection of individuals repealing Directive 95/46/EC ('GDPR') and other applicable regulations, complementing and/or implementing the GDPR.
3. Detailed information concerning personal data protection and privacy of Users can be found in our Privacy Policy available at: <https://cdn.shape.care/privacy-policy.pdf>

### **§ 17. Final provisions**

1. These Terms and Regulations may be accessed via the App or the Portal. Provisions of these Terms and Regulations may be recorded by the User, i.e. saved on their device, downloaded as a PDF file, or printed.
2. Shape.Care has the right to change provisions of these Terms and Conditions at any time. Changes shall be made 'for the future', i.e. they shall enter into force within 14 days from the date of publication of the amended Terms and Conditions. Users using the Electronic Services – User Account or Newsletter, shall receive an information from Shape.Care concerning the planned changes along with a hyperlink to the amended Terms and Conditions, to the e-mail address provided in the registration process, 14 days before the entry into force of the amended Terms and Conditions. PREMIUM training plan sales agreement concluded before the entry into force of changes to Terms and Conditions shall be implemented in accordance with provisions of Terms and Conditions applicable on the day of its conclusion. The User who does not accept the amended Terms and Regulations undertakes not to use the Portal and the App and to inform Shape.Care of that fact. In that case, agreements on provision of free-of-charge Electronic Services to the User shall be terminated effective immediately. The use of the Portal or the App by the User, after the amendments or changes to Terms and Conditions were introduced, shall be construed as acceptance of the new Terms and Conditions.
3. In matters not provided for in these Terms and Conditions, including disputes arising from agreements concluded based thereon, Polish law regulations shall apply, in particular, provisions of Civil Code and the Act on provision of services by electronic means.
4. These Terms and Conditions shall enter into force on 1 January 2021.

Appendix:

1. Consumer withdrawal form

**MODEL WITHDRAWAL FORM**

*(this form should be filled in and sent only if the Consumer decides to withdraw from the Agreement)*

\_\_\_\_\_, on \_\_\_\_\_  
(Place, date)

\_\_\_\_\_  
(Consumer's first and last name)

\_\_\_\_\_  
(Consumer's address)

\_\_\_\_\_  
(Consumer's address – line 2)

**Shape.Care Sp. z o.o.**  
ul. Podole 60, 30-394 Krakow  
e-mail: [contact@shape.care](mailto:contact@shape.care)

**DECLARATION OF WITHDRAWAL FROM SALES AGREEMENT**

I the undersigned \_\_\_\_\_, with reference to the Sales Agreement of \_\_\_\_\_, hereby declare to withdraw from the Agreement on sales of the following products and/or Agreement on provision of the following services:

1) \_\_\_\_\_;

2) \_\_\_\_\_;

3) \_\_\_\_\_;

4) \_\_\_\_\_.

Agreement date: \_\_\_\_\_.

Reason for withdrawal: \_\_\_\_\_  
\_\_\_\_\_\*)

\_\_\_\_\_  
(Consumer's signature)\*\*)

\*) providing a reason for withdrawal is optional

\*\*\*) if the form is sent in a printed form