



# PATRYK HRYCAK

PERSONAL TRAINER

## WEBSITE RULES

### § 1 GENERAL PROVISIONS

1. <https://patrykhrycak.com> website operates on the principles set out in these Regulations.
2. the website allows Users:
  - a) purchase Goods and Digital Content offered in the Service;
  - b) purchase Services offered on the Website;
  - c) use the Services provided electronically,
3. Each Client, when taking action to use the Services offered on the Site <https://patrykhrycak.com> is required to comply with the provisions of these Regulations.
4. The Service Provider runs a website under the domain <https://patrykhrycak.com> where it publishes articles and manuals containing content related to the Services provided by the Service, related to personal training, dietetics and others, related to sports, fitness and health.

### § 2 DEFINITIONS

REGULATIONS - this Regulation.

SERVICE PROVIDER - Patryk Hrycak, address: 05-123 Chotomów 8A Bagienna Street, e-mail: [patryk.hrycak@onet.eu](mailto:patryk.hrycak@onet.eu)

SERVICE HOLDER/USER - a natural person, legal entity or organizational unit without legal personality, to which the act grants legal capacity using the Services, Services provided electronically, Goods and Digital Content offered on the Site.

SERVICE - services offered on the Site, including services in the field of health, training, nutrition, including, in particular, personal training, online training, conducting online, preparation of the diet, consultations and other such services provided by the Service Provider.

DIGITAL CONTENTS - means digital content, in particular downloadable e-books, handbooks, training diaries (in electronic version, saved in PDF or other format) offered on the website <https://patrykhrycak.com>.

GOODS - means things offered on the Website, which are not Digital Content.

NEWSLETTER - Electronic Service allowing the Service Recipient to subscribe and receive free information from the Service Provider to the e-mail address provided by the Service Recipient.

USER'S ACCOUNT - an individual panel for each User, launched after the User registers on the website <https://patrykhrycak.com>.

CONTACTOR'S FORM - a form available at <https://patrykhrycak.com> allowing the Client to contact the Service Provider directly.

OFFER - an offer within the meaning of the provisions of the Civil Code Act of 23 April 1964, presented in response to the question, which the Service Provider sends to the Client.

PAGE - website <https://patrykhrycak.com>.

TECHNICAL REQUIREMENTS - necessary to use the <https://patrykhrycak.com> Internet shop, including browsing the offers on the website and placing orders, as well as requirements that are necessary to use some of the Services and Digital Content offered by the Service Provider. These requirements are in particular:

- a) Computer with access to the Internet,
- (b) Web browser e.g. Mozilla Firefox, Google Chrome, Internet Explorer
- (c) Active e-mail account (e-mail address),
- (d) Enabling Cookies and Javascript in your web browser,
- (e) Installed applications to read Adobe PDF files,
- (f) Owning Microsoft Excel, Google Drive, Onedrive.

SERVICE PROVIDED BY ELECTRONIC MEANS - performance of a service provided without the simultaneous presence of the parties (at a distance), through the transmission of data at the individual request of the recipient of the service, transmitted and received by means of devices for electronic processing, including digital compression and storage of data, which is entirely transmitted, received or transmitted via a telecommunications network within the meaning of the Act of 16 July 2004. - Telecommunications law;

### **§ 3 TYPE AND SCOPE OF SERVICES**

The Site offers payable Services provided by the Service Provider, in particular:

- online conduct, including the creation of individual training and nutrition plans,
- training and nutrition consultations,
- using the training and nutrition services offered on the website.

The exact scope of the Services, the activities constituting a given Service, as well as the duration of the Services and the manner of their performance are each time described in detail on the Site, as well as in the agreement concerning the provision of a specific service. Before the Service is provided, it may be necessary for the User to complete the relevant questionnaires, of which the User will be informed each time.

The Service may be provided to the Client who ordered and paid for the Service.

Detailed terms and conditions for the provision of specific Services are specified in the agreements concluded between the Service Provider and the Client, in particular: online conduct, individual diet selection services, training services. These agreements are available after the creation of a User Account and each of the Service Recipient should become familiar with them after the creation of the account.

The Services are prepared and performed by the Service Provider under the terms of agreements made available in the User Account, depending on the type of Service selected by the User.

The provision of the Services and contact with the Client are as follows:

- 1) outside the Internet;
- 2) by electronic means

2nd The website allows you to purchase Services, Goods, Digital Content offered by the Service Provider through the website <https://patrykhrycak.com>, through the order form.

To place an order for the Service, Goods or Digital Content offered by the Service Provider, the Client must:

- register and log in to their User Account,
- select the Service, Merchandise or Digital Content that interests him/her by using the "BUY NOW" option,
- select "ORDER AND PAY" and choose the method of payment for the order,
- make the payment.

Prices for particular types of Digital Content, Goods and Services are listed on the subpages enabling ordering. The prices are gross prices and include VAT.

After selecting a specific (paid) Digital Content, Goods or Services, you will receive an email with a transaction summary.

An order for Digital Content or Goods shall be deemed to have been successfully placed when you click the appropriate button on the Site. The Service Recipient will receive an order confirmation at the e-mail address provided during the Account creation procedure.

Upon clicking the appropriate button on the Site, the Recipient will be automatically transferred to the partner's site responsible for payment service or, if he chooses the payment method by bank transfer, he will receive the data for the transfer of the Goods, Digital Content or Service.

As soon as the payment is effectively made between the User and the Service Provider, an agreement for the sale of Goods or an agreement for the delivery of Digital Content shall be concluded accordingly.

Delivery of the Digital Content is carried out through the User's Account.

After gaining access to the Account, the User obtains unlimited in time access to selected Digital Content and the possibility to play it. Additionally, he or she has the possibility of their unlimited download.

Access to the Digital Content is provided to Users who:

- have a User Account,
- who have accepted the Rules,
- who submit a statement of consent to make the Digital Content available before the expiry of the withdrawal period and accept the loss of the right to withdraw from the contract,
- have at their disposal equipment meeting the minimum equipment requirements specified in this Regulation,
- they will make the payments.

The Service Provider shall deliver Goods and Digital Content without defects.

Delivery of Goods is carried out within 7 days from the date of receipt by the Service Provider of confirmation of payment of the price, via courier or other means indicated on the Site.

The costs of delivery are indicated each time on the Site before making the purchase.

All payments may be made only by the means indicated on the Site.

Form of Payment:

The Customer may choose a form of payment for Services, Goods and Digital Content:

- bank transfer - payment before using the Service (prepayment). After placing an Order, the User should pay/transfer the amount due to the Service Provider's bank account. The realization of the Order takes place after the payment of the User is credited to the Provider's bank account;
- payment through the payment system, e.g. Dotpay - payment before using the Service (prepayment). After placing an Order, the User should make payment through the payment system. The Order is executed after the User's payment is posted in the payment system; § 4 Services provided by electronic means

#### § 4 SERVICES PROVIDED VIA THE INTERNET

1. the Service Provider through the Site provides Services by electronic means, which consists of sales organization services, communication services, information services and content sharing services.

2. Services provided by electronic means consist in making all functionalities of the Site available to the Client, including those enabling the conclusion of an agreement with the Service Provider concerning Goods, Services or Digital Content, and in particular consisting of:

- providing, at the individual request of the Client, information placed within the Site by displaying a page with a specific URL, including information on the Services, Goods and Digital Content and information on how to conclude an agreement and how to perform it,
- providing general information about the Service Provider and its profile, as well as information about the catalogue of Services, Goods, Digital Content provided by the Service Provider,
- enabling communication for the purpose of concluding a contract, including placing an order, at the individual request of the Customer
- to enable the Customer to conclude a contract through the Party for the Goods, Digital Content or Services, including the possibility of agreeing on the terms of the contract, setting the price and shipping costs,
- enabling the remaining contact with the Service Provider, in particular through the Contact Form
- obtaining by the Service Recipient the possibility of subscribing to the Newsletter,
- the possibility for the Service Recipient to create his/her User Account. The User Account contains information voluntarily provided by the Client (e.g. name, surname, mailing address, e-mail address, telephone number), which enables: the Service Provider to contact the Client, send the ordered Digital Content, perform the services ordered by the Client, archive orders on the Account and access to other services offered by the Service Provider.
- making available other informational content, including film content.

The above mentioned Services provided electronically are free of charge.

In order to properly use the above services, the Service Recipient should meet the Technical Requirements.

The Service Recipient is obliged to:

- use the Site in a manner consistent with the law and good morals with respect to personal rights and intellectual property rights of third parties.
- enter data in accordance with the actual state of affairs.

The recipient is prohibited from providing illegal content.

An agreement for electronically provided Services shall be concluded by the Client starting to use a given electronically provided Service, i.e. by starting to use a given functionality of the Site. The Client may terminate the use of a given electronically provided Service at any time. Termination of the agreement for the use of a given electronically provided Service shall be effected by discontinuing the use of a given functionality of the Website.

Period for which the agreement is concluded:

- An agreement for the provision of an Electronic Service consisting in enabling a message to be sent via the Contact Form is concluded for a definite period of time and is terminated as soon as the message is sent or ceases to be sent by the Client.
- The agreement for providing an Electronic Service consisting in using the Newsletter is concluded for an indefinite period of time.

## CONDITIONS FOR THE TERMINATION OF CONTRACTS FOR ELECTRONIC SERVICES

Termination of the service contract:

An agreement for the provision of the Electronic Service of a continuous and indefinite nature (e.g. using the Newsletter, having a User Account) may be terminated.

The Service Recipient may terminate the agreement with immediate effect and without stating reasons by sending a relevant statement via e-mail to: patryk.hrycak@onet.eu or to the address: 05-123 Chotomów 8A Bagienna Street.

The Service Provider may terminate the agreement for the provision of an electronic service of a continuous and indefinite nature if the Service Recipient violates the Regulations, in particular if they provide illegal content after an unsuccessful earlier call to cease the violation with a relevant deadline. In such a case, the agreement shall expire after 7 days from the date of submission of the declaration of will to terminate it (period of notice).

### **§ 5 WITHDRAWAL FROM THE CONTRACT**

The Consumer may withdraw from the contract of sale of Goods, Digital Content, Services purchased at <https://patrykhrycak.com> within 14 (fourteen) calendar days from the date of conclusion of the contract, without giving any reason and without incurring costs, except that the direct cost of returning the product as a result of withdrawal shall be borne by the Consumer. What the parties have provided is returned unchanged.

The above mentioned law applies to consumer sales, i.e. it applies only to sales to a natural person who makes a purchase for purposes not related to professional or business activity.

The right of withdrawal does not apply to the Consumer in relation to the contract (pursuant to Article 38 of the Act of 30 May 2014 on Consumer Rights):

- for the provision of services if the trader has performed the service in full with the express consent of the consumer, who was informed before the performance began that he will lose the right of withdrawal after the trader has performed the service;
- where the subject matter of the performance is an item supplied in sealed packaging which cannot be returned after opening the packaging for health protection reasons or for hygiene reasons if the packaging is opened after delivery;
- where the benefit is provided for sound or visual recordings or computer programs supplied in sealed packaging if the packaging has been opened after delivery;
- for the supply of newspapers, periodicals or magazines, except for subscription contracts;
- where the subject matter of the service is an unprocessed item produced to the consumer's specifications or to meet his or her personalised needs;
- for the supply of digital content which is not on a tangible medium if the performance has begun with the consumer's express consent before the expiry of the withdrawal period and after the trader has informed the consumer of the loss of the right of withdrawal.

In the case of Digital Content, by ticking the appropriate option during the ordering procedure, the Customer may declare that he/she agrees to activate access to Digital Content immediately after ordering and concluding the contract, which will result in immediate access to the Digital Content and loss of the right of withdrawal. If the Consumer does not agree to make the Digital Content available before the expiry of the withdrawal period, the delivery of the Digital Content will take place after the withdrawal period.

In the case of Services during the ordering procedure, the Customer may declare that he agrees to perform the service immediately after the order and conclusion of the contract, which will also result in the loss of the right to withdraw from the contract. If the Consumer does not agree to provide the service before the deadline for

withdrawal from the contract, the performance of the service will take place after the deadline for withdrawal from the contract. The performance of the Service, including the performance of training, electronic transmission of training plans and dietary menus or training at a distance (online), in a manner consistent with the Regulations, means that the Service Provider has fully performed the service within the meaning of the Act of 30 May 2014 on Consumer Rights, which means that the Consumer loses the right to withdraw from the contract in accordance with Article 38 point 1 of the above Act.

In addition, due to the scope of the Services, it should be assumed that the subject of the service is an unprocessed item, produced to the consumer's specifications or serving to satisfy his individual needs within the meaning of the Act of 30 May 2014 on Consumer Rights, which means that the Consumer loses the right to withdraw from the contract in accordance with Article 38 point 3 of the aforementioned Act.

## **§ 6 PROCEDURE OF COMPLAINT PROCEEDINGS**

Complaints related to the provision of Services, Services provided electronically, Goods and Digital Content may be submitted by the Recipient via e-mail to: patryk.hrycak@onet.eu or to the address: 05-123 Chotomów, 8A Bagienna Street.

The complaint shall include as much information and circumstances as possible concerning the subject of the complaint, in particular the type and date of the irregularity and contact details. The information provided will significantly facilitate and speed up the consideration of the complaint by the Service Provider.

The Service Provider's response to the complaint shall be sent to the e-mail address or correspondence address of the Client provided in the complaint form or in any other way provided by the Client.

A complaint about non-performance or improper performance of the service must include in particular its subject matter and the circumstances justifying it.

The Service Provider shall consider the complaint immediately, but not later than within 14 days from the date of its submission in electronic form, if the complaint is submitted by letter 14 days from the date of receipt. If the complaint cannot be considered within this period, Service Provider shall notify the complainant in writing of the reasons for the delay and the expected date of consideration of the complaint.

## **§ 7 INTELLECTUAL PROPERTY, COPYRIGHT PROTECTION**

All content placed on the <https://patrykhrycak.com> website is protected by copyright and is the property of <https://patrykhrycak.com>.

It is forbidden to use, without the written consent of the Service Provider, any of the elements constituting the content and contents of <https://patrykhrycak.com>.

The User is obliged to keep the login and password to his User Account secret, and the Service Provider is not responsible for operations performed by third parties using them.

All Digital Content offered by the <https://patrykhrycak.com> website is subject to the protection provided for in the Act of 4 February 1994 on Copyright and Related Rights and may be used only under the rules set out in these regulations.

The User has the right to use the Digital Content purchased by the Website or made available free of charge by the Website, only for his own use in accordance with the applicable law. The Customer may not make products purchased by the Site available to other persons.

The User cannot and is not entitled to:

- distribute or market Digital Content purchased by the Site in whole or in part,
- commercial use of the Digital Content purchased by the Site,

- modify the Digital Content purchased by the Site,

You are required to ensure that no unauthorized persons use the Digital Content purchased by the Site in a manner that is unlawful or contrary to the Terms of Use.

In case of detecting a situation of using the Digital Content purchased on the Website in an illegal manner, the Service Provider may make claims on this account against the User.

## **§ 8 FINAL PROVISIONS**

The Service Provider reserves the right to carry out maintenance work on the ICT system, which may cause difficulties or prevent the Service Provider from using the services.

In special cases affecting the security or stability of the ICT system, the Service Provider has the right to temporarily discontinue or limit the provision of services, without prior notice and carry out maintenance work to restore the security and stability of the ICT system.

These Regulations are available on the website at <https://patrykhrycak.com> in a way that allows obtaining, playing and recording its content by printing or saving it on a carrier at any time.

Agreements concluded through the Website are concluded in accordance with Polish law.

In the event of any part of the Terms and Conditions being inconsistent with the applicable law, the questioned provision of the Terms and Conditions shall be replaced by the applicable provisions of Polish law.

In matters not regulated by these Terms and Conditions, the regulations shall apply:

- a) The Act on Providing Services by Electronic Means of 18 July 2002. (Journal of Laws No. 144, item 1204 as amended),
- b) Act on Consumer Rights of 30 May 2014. (Journal of Laws 2014, item 827),
- c) The Civil Code Act of 23 April 1964. (Journal of Laws No. 16, item 93 as amended) and other relevant provisions of Polish law.