Terms of Service for TATOX

1. **GENERAL PROVISIONS**
   The Terms of Service define the rules for the provision of Services by the Operator, including the use of the Software, as well as the mutual rights and obligations of the Operator and the Client.
   The use of the Services is possible only after the Client has accepted the terms of these regulations.

2. DEFINITIONS
   1. **Operator** – NETION Patryk Pisany | 25-413 Kielce, ul. Domaniówka 28A/8 | NIP: 6572518770 | Regon: 260141006.
   2. **Services** – all services provided by the Operator through the Platform, including services enabling access to and use of the Software, storage of Client data, as well as training services available under the terms of these Terms of Service.
   3. **Platform** – the online portal operated by the Operator at the addresses: https://tatox.app/ and https://studio.tatox.app/.
   4. **User** – an individual over 18 years of age with full legal capacity, a legal entity, or an organizational unit without legal personality, using the Client's services.
   5. **Client** – a sole proprietor, legal entity, or organizational unit without legal personality granted legal capacity by law, who commissions the Operator to provide Services by completing Registration or placing an order.
   6. **Client Account (hereinafter referred to as "Account")** – an individual, electronic account within the Platform activated for the Client to enable access to Services.
   7. **Software** – the computer program developed and provided by the Operator via the Platform, with functionalities specified in these Terms of Service, allowing for the management of Client data via the Client Account, installed and maintained on the Operator's server infrastructure.
   8. **Administrator** – the Client or any person/entity granted access to the Account by the Client.
   9. **Fee or Subscription Fee** – the remuneration payable to the Operator for using the Services, paid in advance for the Subscription period. Payment of the Fee extends the Account validity and allows continued use of the Services.
   10. **Trial Period** – a period of thirty calendar days starting from the Account activation date, during which the Client Account is valid, and the Client can use the Services without paying Fees.
   11. **Registration** – the process of completing an electronic form on the Platform by the Client, providing the required data as specified in the form, and submitting it to the Operator using the available submission option. Completing Registration results in the creation of a Client Account under the conditions set forth in these Terms of Service.
   12. **Subscription** – the conclusion of an agreement as outlined in these Terms of Service for a period specified by the Client, not shorter than one calendar month.
   13. **Terms of Service** – this document, together with its attachments, constitutes an agreement regarding the use of the Platform, entered into between the Operator and the Client under the terms and conditions specified herein.

14. **Account Suspension (hereinafter also referred to as "Account Blocking")** – the restriction of the Client's ability to use the Account due to reasons specified in these Terms of Service.
15. **Server Infrastructure** – the technical environment maintained and managed by the Operator, on which the Software operates.

3. TECHNICAL CONDITIONS FOR SERVICE PROVISION
1. The use of the Service is possible with a device that has access to the Internet and a web browser whose type and version are compatible with the web browsers for which the service has been adapted.
2. The Client is required to provide, at their own expense, the aforementioned device with Internet access and the appropriate version of the web browser.

4. ACCOUNT
1. The Client may use the Services after creating and activating an Account. To create an Account, the Client must complete the Registration process on the platform using the registration form available at: https://studio.tatox.app/.
2. When filling out the registration form, the Client provides the following information:
   a. Company name
   b. Email address
   c. Contact person's details (first and last name)
   d. Contact phone number
3. The Client declares and guarantees that all registration information provided is complete and truthful.
4. The Account will be verified and approved by the Operator, who will assign a Subscription Fee option, as described in section 8 of the Terms of Service, selected by the Client.
5. After completing the registration form, a confirmation email will be sent to the provided email address, including an activation link to generate a password and enable the Client to activate the Account. To activate the Account, the Client must set a password. The username will be automatically generated by the Operator's platform.
6. By activating the Account, the Client accepts the Terms of Service. The Client declares that the person activating the Account and accepting the Terms of Service is authorized to act on their behalf and enter into this agreement.
7. The Client is obliged to keep the password confidential. The Client bears legal and factual responsibility for all activities performed on or using the Account, including those resulting from the use of the Account password by another person, regardless of whether such use was authorized by the Client. The Operator is not liable for any losses or damages resulting from non-compliance with password security principles.
8. The Client is required to update any information on the Account promptly, but no later than within 3 business days of any changes.
9. Accounts are non-transferable, meaning the Client cannot transfer or sell their Account to another entity, except in cases where the Client's rights and obligations are transferred to another entity in accordance with applicable law.

10. The Client gains full access to the Software functionalities and services available on the platform upon logging into their Account, in accordance with the selected subscription plan.
11. The Client is authorized to assign the Account Administrator status to their authorized employees or collaborators, specifying the scope of permissions for using the Software.
12. As part of the Account, the Client gains access to the following Software functionalities:

- **Dashboard**: Access to the most important information contained in the Software database.
- **Reservations - Daily View**: Functionality for managing same-day reservations.
- **Clients**: A database of all Users who are the Client's customers.
- **Sales**: Data related to agreements for services or products sold by the Client's employees or collaborators.
- **Reservations**: Functionality for managing the Client's service reservations.
- **Products**: A database of products offered for sale by the Client, as well as products purchased by the Client.
- **Services**: Data on services provided by the Client.
- **SMS Premium**: A feature allowing the Client to send SMS messages to their Users, enabled after the Client tops up their financial account. This feature is supported by a partner entity working with the Operator.
- **Employees**: A database of the Client's employees and collaborators.
- **Reports**: A functionality for generating reports based on the data contained in the Software.
- **Studio Data**: The Client's address and registration details.
- **Settings**: Configuration parameters of the application.

5. USAGE OF SERVICES

1. The Services provided by the Operator will be available to the Client upon Account activation and acceptance of these Terms of Service.
2. The Client may use the Services free of charge during the Trial Period. The free Trial Period may be extended in the case of promotional events, special offers, or individual agreements between the Operator and the Client.
3. The use of Services after the Trial Period is contingent upon the payment of the Subscription Fee under the terms specified in section 8 of the Terms of Service.
4. After the Trial Period, the Client's Account will be blocked until an order for the provision of Services is placed, and the payment is made.
5. While using the Services during the Trial Period, the Client will receive notifications in the Dashboard about the expiration date of the Trial Period. Through this notification, the Client can navigate to the Payment/Your Payments/Subscription tab, where they can extend the Subscription period and make the Subscription Fee payment.
6. Upon selecting a Subscription period in the Dashboard under the Payments tab, a proforma invoice will be generated on the Account. The invoice can be paid using the online payment options available in the Account. After the payment is completed as per section 8 of the Terms of Service, the Operator will issue an invoice, which will be accessible to the Client in the Dashboard under the Payment/Your Payments/Payments and Invoices tab.

7. Following Account activation and acceptance of the Terms of Service, the Operator will provide the Client with online training on how to use the Software. The training will be conducted on dates and within a scope agreed upon between the Operator and the Client. The training session duration is 60 minutes.

6. CLIENT RIGHTS AND OBLIGATIONS

1. The Client is the owner of the data entered within the Account.
2. The Client has the right to free assistance from the Operator via email, the contact form available on the platform, or other means agreed upon with the Operator.
3. The Client is obligated to:
    1. Provide truthful and complete data during Account Registration and when ordering Services.
    2. Pay Fees on time.
    3. Promptly update the Client's data in the event of any changes.
    4. Take all necessary measures to prevent unauthorized use of the Account's access data, especially by securely storing login credentials, exercising due caution during each login, and not sharing access credentials with unauthorized individuals. Failure to do so may result in liability for damages caused, in accordance with general principles of law.
4. The Client declares that the data provided within the Account is lawful and accurate.
5. The Client must not provide unlawful content within the platform or the Client's Account.

7. OPERATOR'S RIGHTS AND OBLIGATIONS

1. The Operator provides Services within the scope selected by the Client, exercising due diligence.
2. The Operator reserves the right to block the Client's Account in the event of:
    1. Violation of these Terms of Service by the Client.
    2. Use of the Account in a manner inconsistent with applicable law or in a way that violates public morals.
    3. The Operator's justified doubts regarding the truthfulness of the data provided during Registration or when placing an order.
    4. Use of the Account to commit fraud or any other illegal act.
    5. Other cases explicitly mentioned in the Terms of Service.
3. The Client will be informed about the Account Blockage immediately after it is made, via a notification displayed on the Client's Account or by a message sent to the email address provided by the Client.
4. The Operator reserves the right to carry out maintenance and updates on the platform. The Operator will make every effort to ensure that these works are completed in the shortest possible time.

8. COMPENSATION FOR USING THE SERVICES

1. For using the Services, the Client is obligated to pay a fee to the Operator (Subscription Fee) for the selected billing period (Subscription Period). The Subscription Period is either a calendar month or a calendar year.
2. The Client must pay the fee in advance according to the chosen Subscription Period.
3. Payment will be made based on a pro forma invoice issued by the Operator, within 3 days from the date the invoice is issued, unless the parties have agreed on a different payment deadline.
4. Payment will be made electronically via the Tpay payment service. The payment date is considered to be the day the funds are credited to the Operator's bank account.
5. The Client declares that, as a VAT taxpayer, they are entitled to receive VAT invoices. In this regard, the Client authorizes the Operator to issue VAT invoices without requiring the Seller's signature on them.
6. The moment the tax obligation arises is considered to be the moment the Client's Account validity is extended for the chosen Subscription Period, which is confirmed by the issuance of an accounting document. Provisions of section 5, points 5-7 apply accordingly.

9. TERM OF AGREEMENT
1. The agreement for using the Services is concluded:
   a. For a Trial Period
   b. For a fixed term of 1 month or 12 months, calculated after the Trial Period (Subscription Period).
2. The extension of the agreement after the Trial Period does not require a new agreement to be concluded but occurs through payment of the fee by the Client.
3. After the expiration of the Subscription Period specified in point 1(b), the agreement will not be automatically extended for the next period of 1 month or 12 months. The extension of the agreement/subscription is at the Client's discretion and obligation. In the case of a 1-month Subscription Period, failure to extend and pay the pro-forma invoice will result in the immediate termination of the agreement. In the case of a 12-month Subscription Period, the agreement will not be extended for another 12 months — the extension of the agreement/subscription is at the Client's discretion and obligation. Failure to extend and pay the pro-forma invoice will result in the immediate termination of the agreement.
4. The statement referred to in point 3 may be made in the following ways:
   a. In writing to the Operator's address,
   b. By email to the address: tatox@tatox.app
5. The Client is entitled to terminate the agreement during the Trial Period at any time by notifying the Operator in accordance with point 4 of this section.
6. If the Client does not extend the agreement, upon the Client's request sent to the Operator via email within 30 (thirty) days from the agreement's expiration date, the Operator will:
   a. Prepare and send to the Client, via the email address provided during registration or another address provided by the Client, a copy of the data within the Client's Account, or
   b. The Operator will store the data within the Client's Account for a period agreed

upon with the Client, based on the financial terms outlined in a separate and individual agreement between the Client and the Operator.

7. After the period specified in point 6 above, the Client's Account will be deleted unless the Client decides otherwise.
8. The Operator may terminate the agreement at any time with a 30-day notice period.
9. The Operator may terminate the agreement without a notice period if the reasons for blocking the Account, as referred to in section 7, point 2, do not cease within 30 days from the blocking date.

10. PERSONAL DATA

1. The Client declares that they are the Data Controller of the personal data entered into the Software in accordance with Article 4 of the European Parliament and Council Regulation (EU) 2016/679 of April 27, 2016 (hereinafter referred to as "GDPR") and that they have full rights to process such data. The Client undertakes to process the aforementioned data in accordance with applicable legal regulations.
2. The Client, acting pursuant to Article 28(3) of the GDPR, entrusts the Operator with the processing of personal data under the terms of a data processing agreement, which forms Annex No. 1 to the contract.
3. The Operator undertakes not to process the data stored in the Operator's server infrastructure in connection with the Service for purposes other than:
    1. providing the Service,
    2. creating and restoring backups,
    3. testing the restoration of backups to check their correctness,
    4. attempting to restore any errors or malfunctions in the application reported by the Client,
    5. preparing statistical analyses aimed at improving the functionality of the Service, its development with new features, and publishing example methods of usage and results of conducted statistical analyses.
4. All data stored by the Operator will be protected from the moment it is entered into the Service, safeguarded from external interference and unauthorized internal access (i.e., access by unauthorized Operator employees).

11. INTELLECTUAL PROPERTY RIGHTS

1. All materials placed or made available within the framework of the provided Services, including the functionalities of the Software and the way they are presented (layout), are protected under the Act of February 4, 1994, on Copyright and Related Rights (Journal of Laws of 2019, item 1231, as amended) or the Industrial Property Law Act of June 30, 2000 (Journal of Laws of 2020, item 286, as amended), and belong to the Operator, unless otherwise explicitly stated in their content or circumstances.
2. The Client is entitled to use the Service and the Software during the term of the Agreement, solely to the extent of the functionalities provided by the Operator. The Client does not acquire any rights, including intellectual property rights, beyond those explicitly specified in the Agreement. In particular, the Client is not entitled to access any source files.

3. The Operator declares that it is authorized to provide the Service and that it is the sole creator of the work in the form of the Software. The graphic design, applied solutions, content layout, and the concept of working with the Software constitute works under the Copyright and Related Rights Act and, as such, are protected by applicable legal provisions.
4. The Operator declares that the Service and Software are free from any third-party rights or obligations, do not infringe the rights of third parties, are free from legal defects, and do not constitute unfair competition.
5. The use of the Software by the Client or others does not imply the acquisition of any intellectual property rights to the shared works.
6. Copying, modifying, or distributing the Software in whole or in part, as well as modifying or using it in any manner other than specified in the terms and conditions, is prohibited without the Operator's written consent.
7. By granting the Client access to the Service and the ability to use the Service through the creation of a designated Client Account, the Operator grants the Client a license to use the Software without territorial restrictions, for the following fields of exploitation: use of the Software by entering a database, storing, displaying, running, and using it according to the Software's intended purpose.
8. The Client is prohibited from altering, decompiling, or otherwise interfering with the Software, as well as creating derivative works or extensions based on the Software or attached materials.
9. The restrictions of this license do not affect the Client's rights provided by mandatory provisions of law.
10. The Client is not entitled to distribute or make the Software available to third parties, whether for a fee or free of charge, including under loan, lease, rental, or similar agreements.

12. LIABILITY
1. The Operator is liable for damages only resulting from its intentional fault. The Operator's liability is limited to the amount equivalent to two months' worth of the Operator's remuneration for the Services rendered.
2. The Operator is not liable for damages resulting from interruptions in the Client's access to the Internet or interruptions in the provision of Services caused by the failure of third parties to fulfill their obligations.
3. The Operator is in no case liable for damages resulting in the loss of profits that the Client would have gained had the damage not occurred.
4. The Operator is not responsible for damages caused by the lack of continuity of Services due to the Client's fault, in particular, the Operator's liability is fully excluded in cases of malfunction resulting from: a) unauthorized intervention in the Software or databases by third parties, b) errors or deficiencies in the Client's databases, c) improper use of the Software, d) lack of knowledge of legal regulations.
5. In the case of improper provision of Services resulting exclusively from causes on the part of the Operator and lasting more than eight consecutive working hours during a day, the remuneration due to the Operator will be reduced by 0.5% of the monthly Fee for that Service for each subsequent full 24-hour period until the defect is fixed.

6. The Operator is not liable for damages arising from the lack of proper security measures at the Client's side to prevent unauthorized access to login credentials (username and password) or for providing access codes to unauthorized or untrustworthy persons by the Client.
7. The Client undertakes to cover any damages to the Software resulting from actions or omissions that are unlawful, contrary to the Terms and Conditions, or against customary practices. In particular, the Client is obligated to reimburse any costs incurred by the Operator related to the pursuit of damages.
8. The Client is fully responsible for entities to whom access to their Account has been granted.

13. COMPLAINTS
1. The Client has the right to submit a complaint at any time regarding the use of the Service and Services.
2. Complaints should be submitted via email to: tatox@tatox.app.
3. A complaint should include: the Client's name, the email address where the response should be sent, and a description of the subject of the complaint (sufficient for its review).
4. The Operator will review complaints within 14 working days, unless the Client:
    1. has not described the subject of the complaint in a manner that allows it to be processed,
    2. has not provided the information necessary to identify the Client.
5. In the case mentioned in point 4 above, the deadline for reviewing the complaint will start from the day the Client provides the missing information to the Operator.
6. The Operator will send the response to the complaint to the email address provided by the Client.
7. Complaints regarding payment processing will be handled directly by payment service providers. The Operator will promptly forward such complaints to the payment service provider.

14. FINAL PROVISIONS
1. The Agreement is governed by Polish law.
2. The Operator reserves the right to introduce changes to the functioning of the Service or the provision of Services that do not constitute modifications to the essential provisions of the Terms and Conditions, including:
    1. resulting from an administrative decision or court ruling,
    2. resulting from changes in generally applicable laws,
    3. changes to the graphic design and functionality of the Software.
3. The Client will be informed about the changes mentioned in point 2 of this section. The changes come into effect upon their introduction.
4. The Operator reserves the right to make changes to the Terms and Conditions. The Operator will inform the Client by email to the email address provided by the Client and via the Client's Account at least 14 days before the changes take effect. The use of the Services and the Client's Account after the changes to the Terms and

Conditions take effect is equivalent to their acceptance and does not require a separate statement from the Client.

5. If any provisions of this Agreement are deemed invalid or ineffective in accordance with the law, it does not affect the validity or effectiveness of the remaining provisions of the Agreement.

6. All information related to the Agreement obtained by the Client constitutes a business secret of the Operator in accordance with the Act of April 16, 1993, on Combating Unfair Competition (Journal of Laws of 2019, item 1010, as amended).

7. Any disputes between the Parties arising from or related to the Terms and Conditions will be resolved by the common court competent for the Operator's registered office.

Załącznik nr 1
UMOWA POWIERZENIA PRZETWARZANIA DANYCH OSOBOWYCH W SERWISIE TATOX
("Umowa powierzenia")
Dla potrzeb niniejszej umowy przyjmuje się następujące definicje:
Administrator – Klient
Procesor – Netion Patryk Pisany
Administrator i Procesor są zwani dalej łącznie "Stronami", a każdy z nich z osobna "Stroną".

1. **SUBJECT OF THE AGREEMENT**
1.1. This Data Processing Agreement is concluded in connection with and for the purpose of executing the cooperation agreement regarding the use of Services, including the provision of Software ("Software"). The processing of personal data in connection with the execution of the main Agreement is subject to the provisions of Regulation (EU) 2016/679 of the European Parliament and Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR").
1.2. Under this Data Processing Agreement, the Administrator entrusts the Processor with the processing of personal data specified in Annex A to this Agreement ("Personal Data"). Any change in the scope of the entrusted processing does not require an amendment but only the consent of both Parties expressed in writing or electronically (including by e-mail) by persons authorized to make declarations based on the main Agreement. Changes to the scope of the entrusted processing, as specified in the previous sentence, may not lead to the extension of the Processor's obligations or limitation of its rights under the main Agreement, including the scope of remuneration.
1.3. The Processor shall process the Personal Data solely for the purpose of executing the main Agreement (Terms of Service) and to the extent necessary for its execution, and only for the duration of the Agreement.
1.4. The Processor is obligated to process the Personal Data in accordance with the GDPR, other applicable laws, and the Agreement.

2. **OBLIGATIONS OF THE PARTIES**
2.1. The Processor is obligated to:

2.1.1. implement all technical and organizational measures appropriate to the level of risk to secure Personal Data as specified in Article 32 of the GDPR;

2.1.2. assist the Administrator in fulfilling the obligations set out in Articles 32–36 of the GDPR, taking into account the nature of the processing and the information available to the Processor;

2.1.3. process Personal Data solely on the documented instruction of the Administrator, unless a national or EU law imposes such a requirement; in such case, the Processor shall inform the Administrator about the legal obligation prior to processing, unless such legal obligation prohibits such notification for reasons of public interest; a documented instruction of the Administrator includes, in particular, the main Agreement;

2.1.4. to the extent possible, assist the Administrator through appropriate technical and organizational measures in fulfilling the obligation to respond to requests from data subjects exercising their rights under Chapter III of the GDPR;

2.1.5. ensure that persons authorized to process Personal Data commit to confidentiality, unless they are legally bound by statutory confidentiality obligations;

2.1.6. after the termination of the Agreement, at the Administrator's request, delete or return the Personal Data and delete all copies, unless mandatory legal provisions require otherwise. In the case of any mandatory legal obligations, the Processor will process the Personal Data in its own name to establish, pursue, or defend legal claims that may arise in connection with the performance of the main Agreement. This provision does not apply to data processed by the Processor independently of the Administrator for its own purposes and based on a valid legal basis.

2.2. The provisions in clauses 2.1.1–2.1.6 do not extend the scope of the Processor's obligations with respect to the provision of services under the main Agreement.

2.3. The Processor is entitled to subcontract the processing of Personal Data to further data processors, whose list is provided in Annex B to the Agreement. These processors will provide services related to the hosting of the Service and other services related to the Service, including the possibility of sending SMS messages for marketing purposes at the Administrator's request. The Processor shall inform the Administrator of any intended changes to the list of further processors in a manner consistent with the communication procedures under the main Agreement. The Administrator has the right to object to such a change within 7 days. The Processor ensures that it will only use the services of those further processors who provide sufficient guarantees to implement appropriate technical and organizational measures to ensure that the processing meets the requirements of the GDPR and protects the rights of data subjects. The Processor is obligated to ensure that at least the same obligations are imposed on further processors as are imposed on the Processor under this Agreement. The Administrator acknowledges that failure to consent to changes in the list of further processors may prevent the Processor from continuing to perform the Agreement, and the Processor will notify the Administrator of this immediately.

2.4. The Processor shall provide the Administrator with the information necessary to fulfill its obligations related to the entrustment of Personal Data processing. The Processor shall allow the Administrator to conduct audits, including inspections, within a period agreed by the Parties, not shorter than 7 days, in relation to the processing of Personal Data by the Processor and shall cooperate in this regard. Each

Party shall bear the costs of the audit independently, regardless of the outcome.

2.5. The Administrator is obligated to maintain confidentiality of any information obtained in connection with the audit, including the audit results, and to ensure that persons conducting the audit on behalf of the Administrator also commit to confidentiality. The confidentiality obligation applies during the term of the Agreement and indefinitely after its termination. If the previous sentence is found to be invalid or ineffective, the confidentiality obligation will apply during the term of the Agreement and for 5 years following its termination.

2.6. The Processor is obligated to ensure that each person processing Personal Data on its behalf processes it only upon the instruction of the Administrator.

2.7. The Administrator is obligated to:

a) possess the right to process the Personal Data entrusted to the Processor,

b) inform the Processor about the necessity to cease processing certain Personal Data or categories thereof and to permanently delete them,

c) cooperate with the Processor in fulfilling the Parties' obligations under the Regulation and relevant national laws applicable to the Parties.

2.8. The Administrator entrusts the Processor with processing personal data of clients that belong to a special category of data. The Administrator declares that it has a legal basis for processing special category data and is authorized to provide such data to the Processor under this Agreement.

3. **DATA TRANSFER**

3.1. The Processor will not transfer Personal Data outside the European Economic Area (EEA) unless it obtains a separate authorization from the Administrator, which the Administrator shall not refuse without justified reasons. Such transfer shall comply with the provisions of the GDPR. In any case, the transfer will only take place for the purpose of performing the main Agreement.

4. **LIABILITY**

4.1. Regardless of the provisions of the main Agreement, the total contractual and tort liability of the Processor in relation to the processing of Personal Data under the Agreement is limited to the equivalent of two months' remuneration due to the Processor for the services provided, unless mandatory legal provisions state otherwise.

5. **FINAL PROVISIONS**

5.1. The Agreement is concluded for the duration of the main Agreement. The Agreement may be terminated by the Administrator with immediate effect in the event of gross or repeated breaches of the Agreement, the GDPR, or other applicable data protection laws by the Processor, provided that the Processor is first given a notice to remedy the breaches, with an additional period set for this purpose, not shorter than 7 days, and the expiration of this period without any remedy. Termination of the Agreement requires written form under penalty of invalidity.

5.2. Termination of the Agreement constitutes the basis for the termination of the main Agreement.

5.4. Any terms written with capital letters and not defined in the Agreement shall have the meanings assigned to them in the main Agreement.

5.5. Any disputes related to the Agreement will be resolved by the court competent in accordance with the main Agreement.

5.6. The annexes to the Agreement constitute an integral part of the Agreement. The list of annexes is as follows:

5.6.1. Annex A – Scope of entrusted Personal Data;

5.6.2. Annex B – List of further processors.

ANNEX A TO THE DATA PROCESSING AGREEMENT
SCOPE OF PERSONAL DATA ENTRUSTMENT

1. **Nature and Purpose of Processing**: The Agreement is entered into in connection with the Administrator's use of Services via the Platform (main agreement). This Data Processing Agreement is related to the main agreement, which sets out the terms under which the Administrator may use the Services.

2. **Categories of Data Subjects**:
    o Natural persons who are clients of the Administrator,
    o Natural persons who are employees or collaborators of the Administrator.

3. **Types of Personal Data**:
   • Personal data of clients necessary for the provision of services by the Administrator, including: first name and last name, phone number, type and duration of the card, address details (street, city, postal code), date of birth, special categories of data such as health-related data, and body measurements, including Tanita measurements (body components), as well as data related to the services, such as reservations and service history. These data are made available via the Account.
   • Personal data of employees and collaborators, such as: first name and last name, email address, phone number, workplace, basis of employment (employee, collaborator), work schedule.

ANNEX B TO THE DATA PROCESSING AGREEMENT
LIST OF FURTHER PROCESSORS

- OVH Sp. z o.o. with its registered office in Warsaw
- Link Mobility Poland Sp. z o.o. with its registered office in Gliwice
- (Tpay) Krajowy Integrator Płatności S.A. with its registered office in Poznań

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