



Terms and Conditions of *EMS TORUŃ* studio.

1. The *EMS TORUŃ* studio of individual trainings using electrical muscle stimulation owner is *MARIPOSSA* company, located at Studzienna street, no. 41 in Toruń, NIP 879-208-01-53, REGON 368870486.
2. "EMS training" means individual training using XBODY console and suit with electrodes for electrical muscle stimulation.
3. Each Participant who starts the EMS Training in the *EMS TORUŃ* studio is obliged to sign the "EMS Training Participant Questionnaire" and to comply with Terms and Conditions.
4. The Participant should follow the instructions of *EMS TORUŃ* Trainer. Persons under 18 years of age may try EMS training with written consent of their guardian. EMS training using XBODY equipment is not recommended under 16 years of age.
5. All devices and equipment for exercises located in *EMS TORUŃ* studio can only be used for their intended purpose and in the presence of *EMS TORUŃ* Trainer.
6. The Participant training with EMS is required to have an appropriate outfit: shirt with a sleeve not shorter than to an elbow and leggings not shorter than to a knee made of min. 90% cotton. Outfits can be bought or rent in the studio.
7. *EMS TORUŃ* Trainer can stop the training when noticing unusual or disturbing indispositions of the Participant during the exercise.
8. All fees are paid by the Participant before starting the training in accordance with the applicable price list and the form chosen by him.
The fee can be paid as follows:
 - in cash
 - bank transfer to account no: 57 1050 1979 1000 0092 4968 3278 (ING bank).
9. Studio *EMS TORUŃ* is open from Monday to Friday in the hours of pre-arranged training sessions. Dates and hours of sessions can be booked by phone, e-mail or in the studio after the training. The client may cancel the training (by SMS or by phone) no later than 24 hours before the planned training, otherwise the training will be considered carried on and paid.
10. Unused trainings are lost along with the period of the purchased contract.
11. The *EMS TORUŃ* Trainer and *MARIPOSSA* are both not liable for any damage, injuries or disturbances related to services, caused by the Participant's fault, or as a result of concealing the existence of contraindications and other circumstances which constitute a contraindication and were not known by the Trainer.
12. Studio *EMS TORUŃ* and *MARIPOSSA* company is not responsible for items left outside the locker.
13. Any complaints about the way of conducting the training should be reported immediately after the training. Claims made at a later date will not be considered.
14. The "freeze" of the contract is possible after prior notification and agreement.
15. An email inquiry, booking a training or completing the Participation Card in training means Participant's consent to the processing of personal data only by *MARIPOSSA* company (in accordance with the Law of 29.08.1997 the Protection of Personal Data, Journal of Laws No. 133, item 883).

I agree/do not agree for the publication of my image in the form of photographs and/or short videos recorded during the training in EMS Toruń studio, on its fan pages in social medias and/or on the studio's website <https://www.emstorun.pl/> only for promotional purposes of the studio.*

**underline your choice*

I declare that I have read the Statute of the EMS TORUŃ studio and I will follow it.

Date:

Participant's signature: