

Dear User!

Thank you for being with us!

We hereby **confirm that by subscribing to the MOveTIVATION Application, you have entered into with Fit Mother Wariatka:**

1. **an agreement for the provision of services by electronic means**, the subject of which is the provision by Fit Matka Wariatka electronically to you of services consisting in the provision of digital content in the Application, such as Workout Plans, exercise instructional videos, workouts and other video and pdf materials, sample menus and live broadcasts; and
2. **a license agreement** related to the agreement for the provision of electronic services, the subject of which is to grant you a non-exclusive right to use the Application and the materials provided therein, solely for non-business purposes, consisting of:
 - a) downloading the Application, saving it on your mobile device and using its functionality,
 - b) storing, reproducing, using and displaying copies of the Application and the materials posted therein and accessing them on your mobile device.

The details of the type and amount of subscription you selected (i.e., the amount charged for the use of the Application and the frequency with which it is charged) are indicated in the subscription order confirmation sent by email from your store (Google Play or App Store).

Please note that a free 7-day trial period is available in each subscription when you first purchase a subscription within your respective App Store and Google Play account. After the trial period expires, you will automatically be charged for the first Settlement Period, according to the type of package and subscription you selected earlier, unless you cancel the subscription 24 hours before the expiration of the period in accordance with the procedure applicable to your store.

For details of the agreements and terms of service, please refer to the Terms and Conditions, which have been made available to you in the Application and at: en.movementivation.app

Below you will find detailed data of Fit Matka Wariatka and **information about your right to withdraw from the contract.**

Data:

Fit Matka Wariatka - Fit Matka Wariatka spółka z ograniczoną odpowiedzialnością (limited liability company) with its registered seat in Pszczyna, at Ziemowita Street 7/2, 43-200 Pszczyna, Poland, entered in the Register of Entrepreneurs kept by the District Court of Katowice-Wschód in Katowice, VIII Economic Department of the National Court Register under the KRS number: 0000733332, NIP (tax identification number): 6381834164, REGON: 380306799, with the share capital of PLN 5,000.00.

Contact information:

- registered office and mailing address: Ziemowita Street 7/2, 43 - 200 Pszczyna, Poland
- e-mail address: movementivationbyfmw@gmail.com
- website: en.movementivation.app
- phone number: +48 883 221 300

Withdrawal from the agreement

1. As a Consumer, you have the right to withdraw from the agreements concluded remotely with Fit Matka Wariatka - Agreements for the provision of services by electronic means and the related License Agreement, without giving reasons and without incurring costs, within 14 days from the date of conclusion of these agreements. Withdrawal from the agreement includes both the Agreements for the provision of services by electronic means and the License Agreement.
2. In order to exercise the right to withdraw from the Content Provision and License Agreement:

- a) submit a statement to the operator of the store through which the agreements were concluded (the Application was purchased) in accordance with the rules of such stores,
 - b) submit to Fit Matka Wariatka a statement on the subject in writing to the address: Ziemowita Street 7/2, 43 - 200 Pszczyna, Poland or by email to: movetivationbyfmw@gmail.com
3. In order to exercise the right of withdrawal from the contracts on the subject of Free-of-charge Services, submit to Fit Matka Wariatka a statement on this subject in writing to the address: Ziemowita Street 7/2, 43 - 200 Pszczyna, Poland or by email to: movetivationbyfmw@gmail.com
 4. When making a declaration of withdrawal you may use the withdrawal form (but it is not mandatory), which is attached as Attachment No. 1 to the Terms and Conditions and which you will also find below.
 5. It is sufficient to send your statement of withdrawal before the deadline for withdrawal. If you submit a statement of withdrawal by e-mail, you will receive an immediate confirmation of receipt of the statement of withdrawal.
 6. In connection with the mode of conclusion of contracts (via Google Play and App Store) and the provision of services exclusively by electronic means, choosing the mode of withdrawal referred to in section 2b, **you must remember to additionally cancel the subscription under the terms of the Google Play store or App Store - in order to avoid further charging for the Application.** You must know that Fit Matka Wariatka does not have access to your account in the App Store, and therefore there is no possibility to cancel the subscription with effect against the App Store. In the case of an account in the Google Play store, Fit Matka Wariatka also does not have access to your account, however, it is possible to take the above actions from the developer's account after obtaining from you the order number for a given subscription. After submitting a statement of withdrawal in the manner referred to in section 2b above, you must furthermore immediately stop using the Application due to the fact that, as a result of submitting a statement of withdrawal, the agreements concluded with Fit Matka Wariatka are considered not concluded, and therefore you lose the legal title to use the Application.
 7. Fit Matka Wariatka will refund the payment to the bank account indicated by you immediately, but no later than 14 days from the date of receipt of the statement of withdrawal. In the event of withdrawal from the agreement in accordance with the procedure indicated in section 2a, the refund of the payment will be made through and under the terms of the store where the Application was subscribed.
 8. Withdrawal from the Content Sharing Agreement automatically includes the License Agreement (and vice versa). Withdrawal from any of the agreements on Free-of-charge Services, includes all the Service Agreements and the License Agreement.
 9. Capitalized expressions have the meaning given to them in the Application Terms.

WITHDRAWAL FROM CONTRACT FORM

(This form must be completed and returned only if you wish to withdraw from the contract)

Fit Matka Wariatka sp. z o.o.

ul. Ziemowita 7/2, 43 - 200 Pszczyna

Poland

email address: movetivationbyfmw@gmail.com

Declaration of withdrawal from the contract

I hereby inform you that I withdraw from the _____* electronic service agreement and the license agreement:

date of subscription purchase of the Application: _____, email address where the User Account is registered: _____, type of Subscription: _____, store: _____

[Name/address]

.....
.....
.....

Bank account to which the amount paid should be returned:

.....

.....
[Date] [Signature]

**please indicate which contract the withdrawal applies to, if this information is not indicated, it will be assumed that it applies to all contracts covered by the Terms and Conditions*