

Table of Contents

iNuba APP TERMS AND CONDITIONS.....	1
Preliminary.....	2
1. Definitions.....	2
2. Ownership of the Platform.....	3
3. Identification of the Parties.....	4
4. Purpose and scope of application.....	4
5. User status.....	4
6. Access to the iNuba account.....	5
7. App functionalities.....	6
8. Plans.....	8
9. iNubaShop, appointments and paid services.....	9
10. Prices and fees.....	9
11. Right of withdrawal.....	10
12. Termination of the account on the Platform.....	10
13. Availability of the Platform.....	11
14. Access to and use of the Platform.....	11
15. Rules for the use of the Platform.....	11
16. Permission to access health data and wearables.....	12
17. Links to other sites through the Platform.....	12
18. Exclusion of warranties and liability.....	12
19. Force majeure.....	13
20. Intellectual and industrial property.....	13
21. Personal data protection.....	13
22. Communications.....	13
23. Amendment of the Terms and Conditions.....	14
24. Governing law and competent jurisdiction.....	14

iNuba APP TERMS AND CONDITIONS

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Preliminary

By accessing the iNuba application (hereinafter, the "Platform" or the "App"), the user accepts these Terms and Conditions ("Terms and Conditions") and undertakes to use the services offered and the content hosted therein in accordance with these Terms and Conditions and under their sole and exclusive responsibility.

The Terms and Conditions shall apply irrespective of the general and specific terms and conditions which, where applicable, become binding upon contracting any of the services offered by the Professionals or by iNuba through the Platform. The registered user (hereinafter, the "User") must ensure that they have read and accepted any additional terms applicable to the Professionals' own services before accessing them.

These Terms and Conditions shall be permanently available through the Platform and at inuba.com/legal. They have been drafted in Spanish, and therefore, in the event of any contradiction with any of their translations, the Spanish version shall always prevail.

Acceptance of these Terms and Conditions is recorded in a verifiable manner, stating the date, the version and digital fingerprint of the document accepted, the IP address and the device. Where iNuba publishes a new version, re-acceptance will be requested through the Platform; once the grace period of seven (7) calendar days from publication has elapsed, access may be made conditional upon acceptance of the version in force.

iNuba reserves the right to refuse or withdraw access to the Platform, at any time and without prior notice, to Users who breach the Terms and Conditions applicable at any given time.

1. Definitions

iNuba: owner of the Platform, with corporate name **3DHealthAI, S.L.**, NIF B-40644445, registered office at Polígono Industrial Los Vientos, C/ Levante, 1, 46119 Náquera (Valencia), Spain, and contact email address info@inuba.com, duly registered with the Registro Mercantil de Valencia.

Platform or App: downloadable user interface (mobile application for iOS and Android) which is installed on the User's device and through which the User accesses the Services.

Service: all free and subscription-based services provided through the Platform by iNuba and/or by the Professionals.

User: natural person registered on the Platform, aged at least sixteen (16) years and having the capacity required for the purposes of these Terms and Conditions.

Professional: health sector professional or entity using iNuba Clinic to whom the User may link in order to receive follow-up, and who acts on their own account vis-à-vis the User.

Company (Corporate): entity which provides its employees or members with access to the Platform by means of a corporate code.

Partner Entity (white label): entity which distributes the Platform under its own trade mark, managing on its own account the commercial relationship with its customers (registration, invoicing and access control), without this altering the ownership of the Platform or the provision of the Service by iNuba.

iNubaBox / iNuba Totem: iNuba's physical body-scanning booth and device.

iNubaShop: store integrated into the Platform in which the User may purchase products and services from the linked Professional and from iNuba.

mediQuo: third-party provider of the telemedicine service.

TRLGDCU: Real Decreto Legislativo 1/2007, de 16 de noviembre, por el que se aprueba el texto refundido de la Ley General para la Defensa de los Consumidores y Usuarios y otras leyes complementarias.

2. Ownership of the Platform

The Platform belongs to **3DHealthAI, S.L.**, with NIF B-40644445 and registered office at Polígono Industrial Los Vientos, C/ Levante, 1, 46119 Náquera (Valencia), Spain, registered with the Registro Mercantil de Valencia (hereinafter, "iNuba"), as a provider of information society services within the meaning of Ley 34/2002, de 11 de julio, de servicios de la sociedad de la información y de comercio electrónico.

You may contact iNuba at the email address info@inuba.com.

Brand versions (white label): the Platform may be distributed under the trade marks of Partner Entities. In such cases, ownership of the Platform, provision of the Service and the processing of data continue to correspond to iNuba, and these Terms and Conditions and the iNuba Privacy Policy apply in full to the User. The User's commercial relationship with the Partner Entity (contracting, prices, invoicing and maintenance of access) is governed by that entity's own conditions, accepted before it, to which iNuba is not a party.

3. Identification of the Parties

The Terms and Conditions are entered into, on the one hand, by iNuba and, on the other hand, by the User in their capacity as an authorised user whose personal data are those provided through the Platform. They shall be jointly referred to as the "Parties".

Where the User links to a Professional, the services provided by that Professional shall additionally be governed by that Professional's own conditions, for which the Professional is responsible.

4. Purpose and scope of application

These Terms and Conditions govern access to, browsing of and use of the Platform and access to the Services offered through it.

Access to certain Services may be subject to specific conditions which shall replace, supplement and/or amend these Terms and Conditions, and which shall be made available to the User at the appropriate time.

Health warning: the Platform is intended for wellbeing, monitoring and support purposes; it does not constitute a diagnostic medical device and does not under any circumstances replace the judgement of a health professional. The plans, metrics, alerts and content provided by the Platform are **mere recommendations of an indicative nature and do not under any circumstances constitute a medical prescription, a diagnosis or professional health advice, nor do they impose on the User any obligation to follow them.** Before starting or modifying a diet, an exercise programme, a treatment or a medication, the User must consult their trusted doctor or health professional, especially if they suffer from any medical condition. In the event of any health problem, the User must consult their

doctor. In an emergency, they must call 112. Neither the chat nor the Platform's notifications constitute an emergency channel.

5. User status

In order to acquire User status, it is necessary to be registered on the Platform and to be at least sixteen (16) years of age.

In any event, the User undertakes to:

- Provide only truthful, accurate and complete data regarding their identity and legitimacy, in all their dealings with iNuba and with the Professionals.
- Accept any liability falling upon them in respect of the authenticity, accuracy, currency and truthfulness of the data provided. In this regard, iNuba is under no obligation to verify the User's identity.
- Acknowledge that they meet the minimum age requirement and have the capacity required for the purpose of, where applicable, purchasing Services through the intermediation of the Platform.

Where the User provides any false, inaccurate or incomplete data, or where iNuba has well-founded reasons to doubt their truthfulness, accuracy and completeness, present or future access to and/or use of the Platform or of any of its content and/or services may be refused.

6. Access to the iNuba account

In order to manage their access to the Platform, the User must follow the steps below:

6.1. Registration with email address

The User must enter their email address (twice, for confirmation purposes) and an access password of at least eight (8) characters including an upper-case letter and a number, as well as, where applicable, the corporate code provided by their Company. The User must then accept these Terms and Conditions and the Privacy Policy and, if they so wish, the sending of commercial communications, by means of separate tick boxes.

Next, the User must validate their account by confirming a verification email; the App does not allow login without completing such verification. The User is responsible for safeguarding their password and for any loss or

damage that may be caused to them as a result of access to their account by an unauthorised third party.

After first accessing the Platform, the User must complete an initial questionnaire (personal, physical, goal, lifestyle and medical condition data) necessary for personalisation of the Service.

6.2. Registration through identity providers

The User may register through Google or Apple (the latter only on devices running iOS 13 or higher). In such case, iNuba imports the email address and the basic profile data provided by the provider.

6.3. Registration through a Partner Entity (white label)

Where the User accesses a branded version of the Platform, their registration and their right of access are managed by the Partner Entity, which communicates to iNuba, by technical means, the identification data and, where applicable, the health profile data held by that entity, together with the User's access status. Upon first access, the User must accept these Terms and Conditions and the iNuba Privacy Policy. Loss of the right of access vis-à-vis the Partner Entity (for example, due to non-payment to that entity) may entail suspension of access to the Platform, without iNuba being liable for the access decisions taken by the Partner Entity. The data generated by the User on the Platform remain in their account in accordance with the Privacy Policy.

6.4. Registration by invitation

The User may receive an invitation from a Professional or from their Company by email. By clicking the link and accepting these Terms and Conditions and the Privacy Policy, the User will activate their account and, where applicable, the corresponding link.

These processes may be modified over time, and therefore the above instructions are merely indicative. In case of doubt, you may contact support@inuba.com.

7. App functionalities

In general terms, the App has various functionalities aimed at a comprehensive health and wellbeing monitoring and management service, including the following. These functionalities may vary over time, and are

therefore merely illustrative and non-exhaustive; access to certain sections may depend on the User's plan, on the modules contracted by the Company or clinic to which they are linked, and on the role assigned to them by that entity.

7.1. Health monitor

Recording and display of body and body composition metrics, biomarkers and laboratory analysis, clinical and laboratory metrics, skin analysis, daily wellbeing log (mood, stress, sleep, appetite, hydration, energy) and data from devices and wearables. The source of each data item is identified (User, booth, wearable or Professional).

7.2. Personalised plans

Nutrition, training and mental wellbeing plans generated by iNuba's own rule engines. Such plans have the nature of an **indicative recommendation**: they do not constitute a medical prescription or professional health advice, following them is voluntary and they do not replace consultation with the User's trusted doctor or health professional. iNuba does not use third-party generative artificial intelligence systems and does not take automated decisions producing legal effects on the User.

7.3. 3D avatar (iNubaBox and Totem)

Three-dimensional body reconstruction based on the scan in the iNubaBox or iNuba Totem booth. **Contraindications**: before the booth scan, a prior questionnaire on pregnancy, pacemakers and prostheses will be displayed; bioimpedance is not advised for pregnant persons and pacemaker wearers and is not performed where the User declares any of those circumstances. The invitation mechanism may grant free scans in accordance with the conditions published in the App.

7.4. My treatments

Recording of medication and para-pharmacy products (dose, dosage regimen, frequency), reminders, adherence monitoring and downloadable laboratory analysis reports.

7.5. Food diary

Food logging with barcode scanner, creation of custom products with their nutritional profile and photograph, favourites and shopping list.

7.6. My clinic: linking with Professionals

The User may link to a clinic and, within it, to one or more Professionals. The link is initiated by the Professional, who communicates the User's identifying data to the clinic, and is completed when the User accepts the link received by email, from which point the Professional accesses their data in accordance with the Privacy Policy. The clinic may assign the User the role of "contact" (without the Professional having access to their clinical data or private chat) or of "customer" (access to the whole body of clinical data and full communication). Within the same clinic, the User's clinical record may be reassigned between professionals of that entity.

Unlinking: the User may unlink at any time from the App. If there are no active services, passes or programmes, unlinking is immediate; otherwise it will be scheduled for the end date of the last active resource, with that date being displayed in the App and provision continuing until then. Historical data are retained in accordance with the Privacy Policy and with health legislation.

7.7. Appointments, classes and passes

Booking of appointments and classes with the Professional, within the windows and limits set by the latter. The Professional may require prior requirements (questionnaires, measurements, photographs and/or the signing of an informed consent document by handwritten on-screen signature). Classes may be free of charge, paid, by pass or by subscription; passes deduct uses per session. Each clinic defines its cancellation and no-show policy, which will be shown to the User before booking classes and which includes the consumption of the pass session and the temporary blocking of new bookings in the event of repeated non-attendance. Waiting lists record name and telephone number in order to give notice if a place becomes available. Online appointments and classes are held by means of an external video-call link, which opens outside the App and is governed by the conditions of its provider; iNuba does not record video calls.

7.8. Chat

Messaging with the linked clinic or Professional (and, where applicable, pharmacy), with the possibility of attaching files. The chat is not an emergency channel and does not guarantee an immediate reply.

7.9. Telemedicine (mediQuo)

Medical chat and video consultation service provided by mediQuo as an independent third-party Data Controller, through an embedded component, subject to its own terms and privacy policy. iNuba communicates to mediQuo the registration data indicated in the Privacy Policy and does not access the content of the consultations.

7.10. iNubaShop

Integrated store governed by clause 9.

7.11. My personal area

History of completed questionnaires, consents granted and their history, signed documents, purchases and invoices.

8. Plans

The Platform has two distinct modes:

8.1. Free Plan

Allows registration, the initial questionnaire and access to the basic functionalities indicated in the App.

8.2. Premium Plan

Paid subscription which unlocks, among others, tailored training routines, an extended library of exercises and recipes, a smart shopping list and individualised nutrition plans, in accordance with the details shown during the contracting process.

The **Corporate** and **Clinic** conditions do not constitute paid plans: they are account statuses arising from the User's relationship with a Company or a Professional, which may grant temporary Premium access managed by that entity (by means of a corporate code and verification of the company email domain, or by means of the link with the Professional). Unlinking from the Company is immediate from the App and entails the loss of corporate Premium access.

The services included in each plan may be modified by giving the User thirty (30) days' prior notice. Such modifications shall not give rise to any compensation, without prejudice to the User's right to cancel their subscription with effect at the end of the current period.

9. iNubaShop, appointments and paid services

9.1. Subject matter of the purchase

Through the Platform the User may purchase: (i) products and services from the linked Professional (products, health programmes, appointments, classes and passes); and (ii) products and services from iNuba. Both groups are presented and invoiced separately within the same store.

9.2. Seller and invoicing

Where the User purchases from the Professional, the Professional is the seller, collects payment through its own payment account and issues the invoice; iNuba receives from the Professional a commission for the use of the Platform. Where the User purchases iNuba products, iNuba is the seller and issuer of the invoice. Invoices and receipts are available in "My purchases"; in the event of a return, a corrective invoice shall be issued.

9.3. Recurring services

Subscription programmes and services renew automatically until cancelled; the User may request cancellation from the Professional or at support@inuba.com, and it shall take effect at the end of the current period.

9.4. Returns

Returns and cancellations of purchases from the Professional are handled by the selling Professional in accordance with consumer legislation and with the conditions of the service. In the event of a duplicate charge due to a technical error, the User may request a refund from the seller or at support@inuba.com, which will process it as soon as possible.

10. Prices and fees

10.1. General matters

The User shall pay, at any given time, the price of the services or plans established and displayed on screen. Prices are shown in euros (€) and indicate in each case whether they include applicable taxes or whether these are added during the payment process, calculated automatically according to the User's tax jurisdiction.

10.2. Payment conditions for the Premium subscription

The Premium subscription is generally contracted and charged through the **App Store (Apple)** or **Google Play (Google)**, depending on the device, which set the price and the frequency shown during the purchase process, and which may vary by platform and country. iNuba neither receives nor stores the User's card details.

The subscription renews automatically at the end of each period unless cancelled beforehand in the Apple or Google account settings. Cancellation takes effect at the end of the period already paid for, with the User retaining Premium access until that date. Payment failures and their grace periods are managed by Apple and Google in accordance with their conditions; if the renewal cannot be completed, the account will move to the Free Plan. Refunds of the Premium subscription are governed by the policies of Apple and Google, which process the payment.

10.3. Payment conditions for purchases in iNubaShop

Payments for products, programmes, appointments, classes and passes are processed through **Stripe**. iNuba does not store card details; Stripe receives the payment data and the User's email address in order to manage the charge and the receipt. For the issuing of the invoice, the tax details recorded in the User's profile will be used (NIF and postcode or tax address). On invoices for amounts exceeding 400 euros the NIF is mandatory in accordance with Real Decreto 1619/2012; if it is not recorded, the User may request the invoice to be reissued.

11. Right of withdrawal

In accordance with the TRLGDCU, in distance purchases the User has a period of fourteen (14) calendar days to withdraw without needing to give any reason, save for the statutory exceptions, including: (i) services fully performed with the User's prior express consent; (ii) digital content supplied immediately with their express consent and acknowledgement of the loss of the right; and (iii) services with a specific date of performance, such as appointments and classes already taken.

In order to exercise the right of withdrawal, the User must contact the relevant seller (the Professional or iNuba, as the case may be) or support@inuba.com, and may use the model form in the annex to the TRLGDCU.

12. Termination of the account on the Platform

The User may delete their account at any time from Settings → Delete account. Uninstalling the App does not delete the data from the server.

Active Premium subscription: before deleting the account, the User must cancel their subscription in the App Store or Google Play; the App will warn them of this and direct them to the subscription management screen. iNuba cannot cancel it on the User's behalf due to a limitation imposed by Apple and Google. Deleting the account does not in itself cancel the subscription: if the User does not cancel it in the store, it will continue to renew and to be charged.

Deletion results in the immediate logical deletion of the account. The data are blocked and retained for the legally applicable periods described in the Privacy Policy (as a general rule, five (5) years for health data and four (4) to six (6) years for billing data), after which they are definitively and irreversibly deleted or anonymised. If the User was linked to a Professional, the latter loses access; the clinical data entered by the Professional are retained under their responsibility for the health retention period. Orders, passes or services in progress must be settled with the relevant seller; it is recommended that this be done before termination.

Recovery: following closure, the User may request restoration of their account by writing to support@inuba.com, for as long as the retention period lasts. iNuba will handle the request in accordance with its internal procedure and within the time limit of Art. 12(3) GDPR. Once the data have been anonymised, recovery is impossible.

13. Availability of the Platform

The Platform is available to Users who have internet access and a compatible device. iNuba will do everything possible to ensure that the Platform is available at all times; however, access may be affected by factors beyond its control (connection quality, maintenance, third-party incidents). iNuba is not liable for the unavailability of the Platform or for failures of the communication system that may cause it, without prejudice to its best efforts to restore the service.

14. Access to and use of the Platform

The User assumes responsibility for correct use of the Platform, providing truthful and lawful data. iNuba shall not be liable for the consequences, loss or damage that may arise from access or use contrary to these Terms and Conditions, or for damage that may be caused to the User's computer system as a result of: (i) the presence of viruses on the User's device; (ii) a malfunction of the Platform; or (iii) the use of out-of-date versions of it.

15. Rules for the use of the Platform

iNuba reserves the right to cancel the User's access in the event of breach of the obligations undertaken or of use contrary to these Terms and Conditions, to the Privacy Policy or to the good faith practices accepted in the sector. In this regard, the User undertakes to:

- Provide truthful information in the forms made available and keep it up to date.
- Not use the Platform to collect personal data of other users.
- Not use the Platform as a system for managing and exchanging information and/or documentation that is unlawful, contrary to morality or public order, or that infringes copyright and/or industrial property rights.
- Not carry out reverse engineering or activities aimed at developing an identical or similar platform.
- Not subject the Platform to loads intended to destabilise it (including denial-of-service attacks).
- Not remove, delete, alter or manipulate iNuba's intellectual or industrial property notices, legends or symbols.
- Not cause damage to the systems of iNuba, its providers or third parties, or introduce or spread viruses or other harmful elements.
- Notify iNuba of any fact that could put security at risk.
- Refrain from using the content for unlawful purposes or purposes harmful to the rights and interests of iNuba, of other users or of third parties.
- Refrain from forcing failures or security breaches in the Platform.
- Not use the chat or the care-related functionalities for medical emergencies.

16. Permission to access health data and wearables

With the User's authorisation in their operating system, the Platform accesses the Apple Health or Health Connect data indicated in the Privacy Policy, and may also synchronise them in the background with the App closed. The User may stop synchronisation in Settings → Wearables and revoke system permissions in their device settings.

17. Links to other sites through the Platform

These Terms and Conditions do not apply to third-party links, applications, platforms and/or websites accessible through the Platform (including, among others, mediQuo, video-call providers, the App Store, Google Play or Stripe). If the User accesses them, the User agrees to submit to their corresponding terms and policies. iNuba is not responsible for their content or their security measures, and will proceed to the immediate removal of any link whose content contravenes legislation, morality or public order.

18. Exclusion of warranties and liability

iNuba does not warrant the permanent availability of the Platform, although it will use its best efforts to ensure its regularity and proper functioning, having adopted the necessary and reasonable measures within the state of the art.

iNuba assumes no liability for losses arising from disconnections, interference or interruptions in access, nor for damage arising from the existence and propagation of viruses or other harmful elements. Nor does it assume liability in respect of: (i) the services provided by the Professionals, who act on their own account and under their exclusive professional responsibility; (ii) third-party services (Apple, Google, Stripe, mediQuo, video-call providers); nor (iii) the decisions taken by the User on the basis of the indicative information provided by the Platform without professional supervision.

Nothing in these Terms and Conditions limits or excludes the rights granted to the User by mandatory consumer legislation, or liability for wilful misconduct or gross negligence.

19. Force majeure

The Parties shall not be liable for failure to perform their obligations where this is due to causes reasonably beyond their control, such as, without limitation, fires, floods, epidemics and pandemics, strikes, labour disputes, shortage or unavailability of energy, unavailability or abnormal functioning of communications networks, accidents, wars, embargoes, blockades, riots or insurrections.

20. Intellectual and industrial property

The User acknowledges and accepts that all industrial and intellectual property rights over the Platform and its content (including, by way of example and without limitation, the "look and feel", trade marks, logos, trade names, texts, images, graphics, designs, sounds, databases, software, exercise videos, recipes, meditations, navigation architecture and source code) belong exclusively to iNuba and/or to third parties who have legitimately assigned their rights to it.

By accepting these Terms and Conditions, the User is granted a non-exclusive, non-transferable licence, without the possibility of assignment to third parties, for the personal and non-profit use of the Platform. Any unauthorised reproduction, distribution, transformation or extraction is prohibited.

21. Personal data protection

The processing of the User's personal data is governed by the **iNuba App Privacy Policy**, available on the Platform and at inuba.com/legal, which forms an integral part of the contractual relationship and sets out, among other matters: the dual role of iNuba and of the Professional, the categories of data (including health data and body images), the default uses subject to the right to object (statistics and transfer of anonymised data sets for research, product development and commercialisation) and the uses subject to separate and revocable consents (training of the technology with images), the recipients, the transfers, the retention periods and the exercise of rights. Acceptance of these Terms and Conditions and of the Privacy Policy provides informed evidence of such default processing operations, with separate consent being requested only for those consents which legislation requires to be explicit (in particular, for the uses of identifiable images).

22. Communications

All notices and communications between iNuba and the User shall be deemed effective when made through the Platform itself, by means of push notifications or by means of the email address provided by the User, who undertakes to keep it operational. Commercial communications require the User's consent, which is revocable in Settings → My consents.

23. Amendment of the Terms and Conditions

iNuba may amend these Terms and Conditions for legal, technical or operational reasons. New versions will be published with their effective date and digital fingerprint and, where the change so requires, the User's re-acceptance will be requested in accordance with the provisions of the "Preliminary" section. The version history will be available at inuba.com/legal.

24. Governing law and competent jurisdiction

These Terms and Conditions are governed by Spanish law. For any dispute, the consumer User may bring proceedings before the courts and tribunals of their place of domicile, and may also refer the matter to the consumer arbitration boards. Beforehand, they may contact support@inuba.com.
