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GENERAL CONDITIONS OF USE OF THE iNuba APP

Version 2.1 · Effective date: 7 August 2026

PRELIMINARY TITLE. CONTRACTUAL FRAMEWORK

1. Acceptance and scope of this document

Anyone who downloads, installs or accesses the iNuba mobile application (hereinafter, the "App") becomes subject, from that very moment, to these General Conditions of Use (the "Conditions"), undertaking to use both the features and the content hosted in it in accordance with what is agreed here and under their sole responsibility.

These Conditions are effective independently of any other terms, general or specific, that may apply when contracting particular services offered by the Professionals or by iNuba. It is for the registered person (the "User") to make sure they have read and accepted the additional conditions of the relevant Professional before accessing that Professional's services.

The text remains permanently accessible from the App itself and at inuba.com/legal. Its authentic version is the Spanish one; any discrepancy with a translation will be resolved in favour of the Spanish text.

The expression of agreement is documented in a verifiable manner, recording the date, version number and digital fingerprint of the text accepted, as well as the IP address and the device used. The publication of a later version will trigger a re-acceptance screen; once a courtesy period of

seven (7) calendar days from that publication has elapsed, use of the App may be made conditional on acceptance of the text in force.

iNuba reserves the right to deny or revoke access, at any time and without prior notice, to anyone who breaches the applicable Conditions.

2. Service provider

The App is owned by **3DHealthAI, S.L.**, an entity with NIF B-40644445, with registered office at Polígono Industrial Los Vientos, C/ Levante, 1, 46119 Náquera (Valencia), Spain, and registered with the Registro Mercantil de Valencia (hereinafter, "iNuba"). It acts as an information society service provider under Ley 34/2002, of 11 July.

Contact channel: info@inuba.com.

Distribution under a third-party brand (white label). The App may be distributed under the commercial identity of Partner Entities. Neither the ownership, nor the actual provision of the service, nor the status of Data Controller is altered by this: they continue to lie with iNuba, and both these Conditions and the iNuba Privacy Policy are fully effective vis-à-vis the User. The commercial relationship between the User and the Partner Entity - contracting, prices, issuing of invoices and maintenance of the right of access - is governed by that entity's own terms, accepted before it, to which iNuba is not a party.

3. Contracting parties

These Conditions are entered into by iNuba, on the one hand, and the User in their capacity as authorised user, whose personal data is that provided through the App, on the other. They will jointly be referred to as the "Parties".

If the User establishes a link with a Professional, the services that Professional provides to them will additionally be subject to that Professional's own terms, for which that Professional is solely responsible.

4. Glossary

App: downloadable interface (mobile application for iOS and Android) which, installed on the User's device, gives them access to the Services.

Service or Services: the set of features, free or subject to subscription, provided through the App by iNuba and/or by the Professionals.

User: natural person registered in the App who is at least sixteen (16) years old and has the capacity required for the purposes of this document.

Professional: health professional or entity that uses iNuba Clinic and to whom the User may link in order to receive follow-up, always acting on their own account vis-à-vis the User.

Company (Corporate): organisation that enables its staff or its members to use the App by means of a corporate code.

Partner Entity (white label): organisation that distributes the App under its own brand and manages the commercial relationship with its customers on its own account (registration, billing and access control), without this affecting the ownership of the App or the provision of the Service, which belong to iNuba.

iNuba Hardware: iNubaBox booth, iNuba Totem device and other body capture equipment developed or distributed by iNuba.

iNuba AI: the set of artificial intelligence models and systems used by iNuba to produce nutrition and training proposals, on the terms of section 9.

TRLGDCU: Real Decreto Legislativo 1/2007, of 16 November, approving the consolidated text of the Spanish General Act for the Defence of Consumers and Users and other supplementary laws.

5. Nature of the Service and health warning

These Conditions govern access to, navigation of and use of the App, as well as the use of the Services provided through it. Certain features may be subject to specific conditions that replace, supplement or amend this text, and that will be provided to the User at the appropriate time.

Health warning. The App pursues a wellbeing, monitoring and support purpose. It is not a diagnostic medical device and it in no way displaces the judgement of a health professional. The plans, parameters, alerts, protocols and content it offers are strictly indicative in nature and in no case amount to a medical prescription, a diagnosis or professional health advice, nor do they create any duty for the User to follow them. Before starting or changing a dietary pattern, an exercise programme, a treatment or a medication, the User must consult their trusted doctor or health professional, and especially so where there is any medical condition. In the event of any health

contingency, the User should see a doctor; in an emergency, dial 112. The App's notifications and alerts do not operate as an emergency channel.

TITLE I. ACCESS TO THE APP

6. Acquiring User status

Registration in the App and being at least sixteen (16) years old are required.

The User undertakes in all cases to:

- Supply only true, accurate and complete data about their identity and standing, in all their dealings with iNuba and with the Professionals.
- Be answerable for the authenticity, accuracy, currency and truthfulness of the information provided, with no duty on iNuba to verify identity.
- Declare that they meet the minimum age and have the capacity required to contract Services through the App, where applicable.

The supply of false, inaccurate or incomplete data, as well as the existence of well-founded indications allowing its truthfulness, accuracy or completeness to be questioned, will entitle iNuba to deny present or future access to or use of the App and of any of its content or features.

7. Registration routes and verification

7.1. Registration by email. The email address will be requested - repeated for confirmation purposes - together with a password of no fewer than eight (8) characters including an upper-case letter and a digit, along with the corporate code that the Company may have provided. These Conditions and the Privacy Policy must then be accepted through separate checkboxes and, if so desired, the receipt of commercial communications.

The account is activated by validating the verification email sent; without completing that step it is not possible to log in. The User is responsible for safeguarding their password, as well as for any harm that may arise from an unauthorised third party accessing their account.

After the first log-in, an initial questionnaire must be completed (personal, anthropometric, goal, lifestyle and medical condition data), which is essential for personalising the Service.

7.2. Registration with identity providers. It is possible to register through Google or Apple, the latter only on devices with iOS 13 or above. iNuba will

then take in the email address and the basic profile data provided by the provider.

7.3. Registration through a Partner Entity (white label). Where a version under a third-party brand is accessed, registration and the maintenance of the right of access are managed by the Partner Entity, which passes on to iNuba by technical means the identification data, where applicable the health profile data it holds, and the access status. On first access, these Conditions and the iNuba Privacy Policy must be accepted. The termination of the right of access vis-à-vis the Partner Entity - due to non-payment to it, among other situations - may result in the suspension of the use of the App, and iNuba is not answerable for the access decisions that entity takes. The information generated by the User remains in their account in accordance with the Privacy Policy.

7.4. Registration by invitation. The User may receive an invitation from a Professional or from their Company by email. By activating the link and accepting these Conditions and the Privacy Policy, the account and, where applicable, the corresponding link are enabled.

The procedures above may evolve over time, so the foregoing indications are purely illustrative. For any queries: support@inuba.com.

TITLE II. FUNCTIONAL CONTENT

8. Available features

The App offers the User the features listed below. Their actual availability may depend on the access plan contracted, on the modules contracted by the Company or by the clinic the User is linked to, and on the profile that clinic has assigned to them. The list is exhaustive as regards the categories described, without prejudice to the technical and evolutionary improvements introduced within them.

8.1. Health monitor and recording of variables. Recording and consultation of body and body composition variables, biomarkers and test results, clinical and laboratory parameters, and daily recording of habits and wellbeing. Every data point keeps traceability of its origin (the User themselves, the iNuba Hardware, a wearable or the linked Professional).

8.2. Scanning with iNuba Hardware and three-dimensional reconstruction. Obtaining the three-dimensional body avatar and the analysis derived from the capture performed with the iNuba Hardware,

together with the detail of the information that equipment generates.
Contraindications: before the scan a questionnaire on pregnancy, pacemakers and implants will be presented; bioimpedance is not advisable for pregnant people and pacemaker wearers, and it is not performed when the User declares any of those circumstances.

8.3. Synchronisation with wearables and health platforms. Taking in biometrics, activity and habits from wearable devices and from the health platforms on the device, in order to follow progress, on the terms of section 10.

8.4. Nutrition and training plans produced with iNuba AI. Dietary and physical conditioning proposals adjusted to the declared goals, to the profile and to the recorded progress, generated by iNuba's artificial intelligence systems subject to the provisions of section 9.

8.5. Questionnaires. Completion of the questionnaires that iNuba or the linked Professional send to the User, with consultation of the answers given and of their history.

8.6. Automated health protocols. Sequences of actions - sending questionnaires, requesting measurements, reminders and assignment of content - triggered automatically on the basis of the User's profile and of the activity they record. Their configuration is a matter for the linked Professional, under whose supervision they operate.

8.7. Alerts. Notices generated when a variable exceeds the margins set by the Professional. Alerts serve an informational and attention-drawing function; they do not constitute a diagnosis or a clinical assessment, nor do they replace professional consultation.

8.8. My clinic: link with Professionals. The User may associate with a clinic and, within it, with one or more Professionals. The initiative lies with the Professional, who passes the User's identification data to the clinic, and the link is completed when the User accepts the invitation received by email, from which moment the Professional accesses their information in accordance with the Privacy Policy. Once the link is completed, the Professional accesses the whole of the User's clinical data, and there are no forms of linking with reduced scope. Within the same clinic, the User's record may be reassigned between professionals of that entity.

Unlinking. This is possible at any time from the App, with immediate effect where no programmes or protocols remain active; otherwise it will be deferred to the end date of the last resource in force, which will be shown in the App, with the service being maintained in the meantime. Historical information is kept in accordance with the Privacy Policy and with healthcare legislation.

8.9. Personal area. Consultation of the history of completed questionnaires, of the consents given and their traceability, and of the billing associated with the subscription.

9. Artificial intelligence: scope, limits and oversight

9.1. The nutrition and training plans referred to in section 8.4, as well as certain support functions of the protocols in section 8.6, are produced by artificial intelligence systems. iNuba expressly discloses this in compliance with the transparency obligations of Regulation (EU) 2024/1689 of 13 June 2024, laying down harmonised rules on artificial intelligence.

9.2. Those systems produce **recommendations of an indicative nature**. They do not issue diagnoses, do not set out drug treatment and do not prescribe any therapy, and following them is entirely voluntary for the User.

9.3. No decisions are taken based solely on automated processing that produce legal effects concerning the User or similarly significantly affect them (Article 22 of Regulation (EU) 2016/679). Where there is a linked Professional, that Professional retains the power to review, amend, replace or discard any proposal before it is assigned, and is solely answerable for the professional judgement they apply.

9.4. The output generated by artificial intelligence systems may be inaccurate. iNuba adopts reasonable quality and validation measures, but this does not allow the absolute accuracy of the output to be guaranteed. The User must check with their trusted doctor or health professional any proposal they intend to incorporate into their routine, and especially so where there are medical conditions, pregnancy, breastfeeding, allergies, intolerances or ongoing drug treatment.

9.5. The User may at any time request, by writing to support@inuba.com, additional information about the general logic applied, as well as human review of a specific proposal through their linked Professional.

9.6. The data used to train and improve these systems is governed by the provisions of the Privacy Policy, including the specific authorisations obtained there.

10. Access to health data on the device and to wearables

Subject to the User's authorisation in their operating system, the App reads the Apple Health or Health Connect data listed in the Privacy Policy, with the possibility of background synchronisation even when the App is closed. Synchronisation can be stopped from Settings → Wearables, and the system permissions can be revoked from the device settings.

TITLE III. FINANCIAL TERMS

11. Access plans

11.1. Free plan. It enables registration, the initial questionnaire and the use of the basic features indicated in the App itself.

11.2. Premium plan. Paid subscription that broadens the scope of the features described in section 8 - among others, the individualised nutrition and training plans generated with iNuba AI -, as detailed during the purchase process.

11.3. The Corporate and Clinic situations are not payment plans: they are account states arising from the User's link with a Company or with a Professional, capable of granting temporary Premium access administered by that entity, either through a corporate code and verification of the corporate email domain, or through the link with the Professional. Unlinking from the Company takes effect immediately from the App and entails the loss of corporate Premium access.

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

12. Price, taxes and payment method

12.1. General regime. The User will pay, at any given time, the price of the plan or service concerned, as shown on screen. Amounts are expressed in euros (€), stating in each case whether they include the applicable taxes or

whether these are added during payment, calculated automatically according to the User's tax jurisdiction.

12.2. Premium subscription. Its purchase and payment are channelled, as a general rule, through the App Store (Apple) or Google Play (Google) depending on the device, with those platforms setting the price and the billing frequency shown during the purchase, which may differ by platform and country. iNuba neither receives nor keeps card details.

The subscription renews automatically at the end of each period unless previously cancelled from the Apple or Google account settings, with that cancellation taking effect at the end of the period already paid for and the User retaining Premium access until that date. Failed payments and their grace periods are managed by Apple and Google in accordance with their terms; where renewal is not possible, the account will revert to the free plan. Refunds are likewise governed by the Apple and Google policies, in their capacity as payment processors.

13. Right of withdrawal

Under the TRLGDCU, in distance contracting the User has fourteen (14) calendar days to withdraw without needing to give reasons, save for the exceptions provided for by law, including: (i) services fully performed with prior and express consent; and (ii) digital content supplied immediately with express consent and acknowledgement of the loss of the right.

In the case of subscriptions purchased through the App Store or Google Play, withdrawal and refunds are processed with the relevant store in accordance with its procedures. For any other purchase, the User may write to support@inuba.com, using where appropriate the form annexed to the TRLGDCU.

TITLE IV. TERMINATION

14. Account closure

The User may delete their account whenever they see fit from Settings → Delete account. Uninstalling the App does not delete the information held on the server.

Premium subscription in force. Before deleting the account, the subscription must be cancelled in the App Store or Google Play; the App will warn of this and will direct the User to the subscription management screen.

Owing to an Apple and Google limitation, iNuba has no power to cancel it on the User's behalf. Deleting the account does not in itself terminate the subscription: if it is not cancelled in the store, it will continue to renew and to be charged.

Deletion triggers immediate logical deletion. The data is blocked and kept for the legally required 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 it is definitively and irreversibly deleted or anonymised. Where there is a link with a Professional, that Professional loses access; the clinical data they have added is kept under their responsibility for the healthcare retention period.

Restoration. Once closure has taken place, restoration of the account may be requested by writing to support@inuba.com while the retention period subsists. iNuba will decide in accordance with its internal procedure and within the time limit of Article 12(3) GDPR. Once the data has been anonymised, recovery becomes impossible.

TITLE V. RULES OF USE AND LIABILITY

15. Continuity of the Service

The App is available to those who have an internet connection and a compatible device. iNuba will make all reasonable efforts to maintain permanent availability; nevertheless, access may be affected by circumstances beyond its control - connection quality, maintenance work, third-party incidents -, and iNuba is not answerable for the unavailability or for the failures of the communications system causing it, without prejudice to its best diligence in restoring the service.

16. Standard of care required of the User

It is for the User to make correct use of the App, providing truthful and lawful information. iNuba will not be answerable for the consequences, damage or harm arising from access or use contrary to these Conditions, nor for the damage that may be caused to the User's computer system as a result of: (i) the presence of viruses on their device; (ii) a malfunction of the App; or (iii) the use of out-of-date versions.

17. Prohibited conduct

iNuba retains the power to cancel access in the event of a breach of the obligations assumed or of a use contrary to these Conditions, to the Privacy Policy or to the good faith practices accepted in the sector. To that end, the User undertakes to:

- Enter truthful information in the forms provided and keep it up to date.
- Refrain from using the App to collect personal data of other users.
- Not use the App as a channel for managing or exchanging unlawful information or documentation, or information contrary to morality or public order, or harmful to copyright or industrial property rights.
- Refrain from reverse engineering or any action aimed at developing an identical or similar platform.
- Not subject the App to loads intended to destabilise it, including denial of service attacks.
- Not remove, delete, alter or tamper with iNuba's intellectual or industrial property notices, legends or symbols.
- Not cause damage to the systems of iNuba, of its providers or of third parties, nor introduce or spread viruses or other harmful elements.
- Inform iNuba of any circumstance capable of compromising security.
- 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 security failures or breaches.
- Not use the care-related features for medical emergencies.

18. Linked third-party resources

These Conditions do not extend to the links, applications, platforms or websites of third parties accessible from the App - among others, the App Store and Google Play. By accessing them, the User accepts being subject to their respective terms and policies. iNuba is not answerable for their content or for their security measures, and will immediately remove any link whose content breaches the law, morality or public order.

19. Liability

iNuba does not guarantee the uninterrupted availability of the App, although it will use its best diligence to ensure its regularity and correct operation,

having implemented the necessary and reasonable measures in accordance with the state of the art.

iNuba assumes no liability for harm arising from disconnections, interference or interruptions of access, nor for harm caused by the existence and spread of viruses or other harmful elements. Nor does it assume liability in respect of: (i) the services provided by the Professionals, who operate on their own account and under their sole professional responsibility; (ii) third-party services (Apple, Google and other infrastructure providers); or (iii) the decisions the User takes on the basis of the indicative information in the App, including the proposals generated by artificial intelligence, without professional supervision.

Nothing in these Conditions limits or excludes the rights that mandatory consumer legislation grants the User, or liability for wilful misconduct or gross negligence.

20. Force majeure

The Parties will be released from the non-performance of their obligations where it 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 operation of communications networks, accidents, wars, embargoes, blockades, riots or insurrections.

TITLE VI. FINAL PROVISIONS

21. Intellectual and industrial property

The User acknowledges and accepts that all industrial and intellectual property rights over the App and its content - including, by way of example, the "look and feel", trade marks, logos, trade names, texts, images, graphics, designs, sounds, databases, software, artificial intelligence models and their output, exercise videos, navigation architecture and source code - belong exclusively to iNuba or to third parties who have lawfully assigned their rights to it.

Acceptance of these Conditions grants the User a non-exclusive licence, which may not be transferred or assigned to third parties, limited to the personal and non-profit use of the App. Any unauthorised reproduction, distribution, transformation or extraction is prohibited.

22. Processing of personal data

The processing of the User's personal data is governed by the iNuba App Privacy Policy, accessible from the App and at inuba.com/legal, which forms part of the contractual relationship and sets out, among other matters: the dual role of iNuba and of the Professional; the categories of data processed, including health data and body images; the operational uses by default with the right to object - production of statistics and sharing of anonymised datasets for research, product development and commercial purposes; the uses subject to separate and revocable consents, notably the training of the technology with images; the recipients; the international transfers; the retention periods; and the channel for exercising rights. Acceptance of these Conditions and of the Privacy Policy provides informed evidence of the operational processing, and only those consents that the legislation expressly requires are obtained separately.

23. Notices

Any notice or communication between iNuba and the User will be deemed effective when made through the App itself, by push notification or by means of the email address provided by the User, who undertakes to keep it operational. Commercial communications require consent, revocable from Settings → My consents.

24. Revision of these Conditions

iNuba may revise this text for legal, technical or operational reasons. Successive versions will be published stating their effective date and digital fingerprint and, where the significance of the change requires it, re-acceptance will be obtained in accordance with section 1. The version history will remain available at inuba.com/legal.

25. Governing law and dispute resolution

These Conditions are subject to Spanish law. For any dispute, a User who is a consumer may go to the courts and tribunals of their place of residence, as well as to the consumer arbitration boards. Beforehand, they may write to support@inuba.com.