



VERSTARCARE GENERAL TERMS AND CONDITIONS

ARTICLE 1: DEFINITIONS

If you are a Member of our organization or wish to become one and use our services or products, this must be done in accordance with clear and transparent agreements. By registering, you declare that you have read and accept these general terms and conditions as well as the internal regulations of VerstärCare and agree to act in accordance with them. The terms and conditions and internal regulations can be found at www.verstarcare.com and can be consulted by sending a written request to our email address: support@verstarcare.com. These Terms and Conditions come into effect on August 1, 2025, and are valid for all new subscriptions taken out on or after that date. Other conditions may apply to other subscriptions.

VerstärCare: Itxaropena Arima SL, ([Calle Luis Martínez 21, 39005, Santander Cantabria, Espagne](mailto:support@verstarcare.com)) E :support@verstarcare.com, and the services and products we offer under the name VerstärCare.

Access: You have personal access codes to access the VerstärCare Application. In the event of technical problems, you can send a written request to: support@verstarcare.com

Application: the private and personal digital space where VerstärCare offers nutrition, training, psychology, therapy, and recovery activities. This is the only place where data is exchanged and transmitted.

Reference Club: the fitness club where you can exercise on your own. The membership and any other relationship, whatever its nature, held with the Reference Club does not in any way bind VerstärCare.

Program: Athlete Assessment Program, Education Strategy, and Physiological Status Optimization, included in each of the Plans and which varies depending on each plan: (IRIS, PRO, and ELITE).

Contract: the contract concluded between VerstärCare and the Member when subscribing to a VerstärCare membership. These general terms and conditions, as well as the specific terms and conditions for the Options you choose, form an integral part of your Contract.

Effective Date: the effective date of your Contract is the date on which you register with VerstärCare. If a Welcome Offer or promotion with free weeks applies, this will take the form of a coupon that can be used for our products or a refund via the payment method used when subscribing or, in the event of a change, the payment method used during the subscription period.

Specialists: the VerstärCare employee who manages the Program. VerstärCare outsources to professionals in the relevant Program who are responsible for providing assistance and follow-up services. These professionals are not employed by VerstärCare; they work independently, but in an interdisciplinary manner according to each specialty with the VerstärCare team.

Partner Clinic: the physical location where VerstärCare offers its analysis and testing services.

Member: you can become a VerstärCare member if you are a natural person aged 12 or over. VerstärCare may ask you to verify your identity.

Welcome Offer: if you sign up for a Contract using a code from an official Ambassador , you will automatically receive a coupon or refund of 5% of the total value of the chosen Program.

VerstärCare reserves the right to determine which offer applies. The offer applicable at the time of your subscription is specified by VerstärCare on the Website. The Welcome Offer cannot be combined with any other promotion: when a promotion is applied, the Welcome Offer becomes inapplicable.

Option(s): services, products, or equipment that can be purchased from VerstärCare for an additional fee on top of the basic subscription. The sessions included in each package are not part of the additional services or products.

4-Week Period: a period of 4 consecutive weeks. Your Contract is divided into periods of 4 consecutive weeks each, with the first period beginning on the Effective Date. If you have opted for payment every 4 weeks, the payment dates will be determined on the basis of 4-Week Periods.

One-Year Period: a period consisting of thirteen 4-Week Periods.

Occasional User: any person who has access to the Application through third-party partner services.

ARTICLE 2: BECOMING A MEMBER AND ACCESS - RIGHT OF WITHDRAWAL

You can subscribe in one of the following ways:

On the VerstärCare website, by completing the online registration form (www.verstarcare.com/verstarcareapp), and through our “VerstärCare” app

a. If you register via the VerstärCare website, you have the right to withdraw, without giving any reason, within 14 days of the date of your registration, by sending a written and signed request by email to support@verstarcare.com. If the subscription has been used during this 14-day period, VerstärCare may reserve the right to retain a portion of the subscription fee paid on a pro rata basis (i.e., from the activation of the subscription until the day of cancellation, including any registration fees). You will be refunded as soon as possible, and no later than 14 days after receipt of your subscription cancellation request, using the same payment method you initially chose.

b. You will be able to access the free version (without content) to explore the application without limitation.

ARTICLE 3: SUBSCRIPTION, DURATION

a. We offer various types of subscriptions, details of which can be found on our website (www.verstarcare.com) and in the sales brochure available for download via the form at (www.verstarcare.com/verstarcareapp). We do not guarantee the continued availability of all our subscription types. Their availability may be modified, suspended, or discontinued at our sole discretion and at any time. The Iris, Pro, and Elite subscriptions are composed of several elements that together form a complete package. As such, the individual elements cannot be terminated separately.

With a PRO and ELITE subscription, you have access to testing phases with our Partner Clinics in several countries (France, Spain) included in the Program. Travel expenses not covered by the experience provided for in this subscription are covered by VerstärCare and therefore included in your package according to the Plan you have chosen.

b. When you register, you must sign up for the subscription you wish to purchase via the link provided for this purpose on the sales prospectus, which can be downloaded using the form provided for this purpose. You can subscribe to all our subscription types for:

1. a fixed one-year commitment, with payment every four weeks, automatically renewed after one year for a further year, and so on, with payment every four weeks; or

2. a fixed one-year commitment, with full payment in advance, in which case you will benefit from a 10% discount on the total price, automatically renewed after one year for a period of one year, and so on, with full prepayment of the annual subscription each year.

c. With your subscription, you have access to the VerstärCare Application. Updates to the Application (e.g., for security or bug fixes) may be necessary, in which case you will be notified of the nature and timing of such updates.

d. If you have a PRO or ELITE subscription, you can participate in the “High Performance Clinic” circuit and phase at our Partner Clinics.

e. If you want to visit the facilities occasionally or simply try them out, you can also purchase a “Day Pass” from the age of 16.

f. If you decide to change your subscription type through the VerstärCare app, you have the right to withdraw, without giving any reason, within 14 days of the date of said change, as indicated in Article 2.b. In this case, the change will be canceled and you will revert to your initial membership until the end of your initial Contract (as well as any renewals, if applicable).

g. In the event of a membership change, the Contract Effective Date becomes the date of subscription to the new membership. The subscription change can only be made if the new subscription is higher than the original one. Example: IRIS Plan to PRO Plan or PRO Plan to ELITE Plan.

It is not permitted to change to a lower subscription. Example: ELITE Plan to PRO Plan or PRO Plan to ELITE Plan.

ARTICLE 4: OPTIONS, PERSONAL TRAINING, AND OCCASIONAL USERS

a. In addition to the subscription type, we offer various Options. These may differ depending on the type. Current information, including option prices, can be found in our App Store.

b. You can subscribe to an Option when you sign up or during the term of the Contract, with the exception of options already included in the package.

An Option may be terminated at any time during the term of the Agreement. Termination of Option(s) is possible in the same manner as enrollment in the Option (via the Application or by written request through support@verstarcare.com, subject to a minimum notice period of one 4-Week Period, which will begin on the first day of the next 4-Week Period.

If you have a fully prepaid subscription, you will find the next possible termination date on VerstärCare. In any case, the Option ends at the end of the Contract.

c. Options are activated immediately so that you can enjoy them without delay. Articles 2 and 3 of these terms and conditions apply to all Options. If you choose a subscription with payment every 4-Week Period, the cost of the Options may not be added to that of your subscription so that the total amount of both payments is debited at once. If you subscribe to an Option after the first day of your subscription, you will be liable for a fee for the Option calculated on a pro rata basis for the cost of the Option for the period between the day of its activation and the first day of the next 4-Week Period. If you have opted for a subscription with full payment in advance, you will be required to pay for the Options in advance, at the same time as your subscription. If you subscribe to an Option after the first day of your subscription, you will be liable for a fee for the Option calculated on a pro rata basis from the cost of the Option for the period between the day of its activation and the end of your Contract.

d. If you become a member and want to discover the Application, you can enjoy it during the 14-day withdrawal period, or through free access. Only you, as access is personal.

e. Access to the Application by a One-Time User is subject to the subscription and activation of a pass or offer provided by a partner. The Occasional User must provide, at VerstärCare's request, any information or proof relating to their subscription with this partner, in full compliance with the terms of use of the third-party service. Access for Occasional Users is limited according to the terms agreed with the partner. They cannot benefit from the Options. The availability of the Application does not vary. Occasional Users may benefit from unlimited access to the Application. Occasional Users agree to comply with all of VerstärCare's Terms and Conditions of Sale and internal rules. In the event of a breach of these rules, VerstärCare reserves the right to refuse access or to temporarily or permanently suspend access to our Partner Clinics' facilities, without compensation.

ARTICLE 5: PRICES AND PAYMENT

a. All subscription types have their own rates and conditions. You can find them on the VerstärCare website by filling out the form and downloading the sales support document provided for this purpose.

b. If you become a VerstärCare Member, we do not charge any registration fees.

c. When you become a Member, the subscription fees are due from the date of subscription. The SEPA direct debit and credit card authorization takes effect at the same time. All subscriptions are due and payable in advance in accordance with Articles 5d and 5e, unless otherwise specified in the contract.

d. If you choose a Contract with a fixed one-year commitment period with full payment in advance, the first payment will be made online and any subsequent payments will be made in advance each year by SEPA direct debit. In this case, no SEPA direct debit by 4-Week Period will be initiated. If the Contract is renewed for an indefinite period at the end of the initial period, it may be terminated at any time subject to 4 weeks' notice, and any excess subscription fees paid will be refunded on a pro rata basis, if applicable.

e. If you choose a Contract with payment every 4 Weeks, the first payment will be made online, then payment will be made every 4 Weeks by direct debit from your credit card at the rates applicable to your subscription.

Each debit covers a 4-Week Period. This means that 13 debits will be made per year. As a result, once a year, there will be two payments in a calendar month.

f. Direct debit is the only way to pay for your subscription during the term of your Contract.

g. If, for any reason other than the fault of a third party or a technical malfunction, we are unable to collect your payment (e.g., due to cancellation, insufficient funds, etc.), we will resend the direct debit request to your bank. If you do not meet your payment obligation, your access will be blocked until you comply with your payment obligation.

h. If the payment obligation is not met, a first free reminder will be sent to you in accordance with the law and you will be in default. At that point, we may outsource the debt and the outstanding amount will be increased in accordance with the law by:

- Default interest

Default interest may not exceed the reference interest rate plus eight percentage points, as referred to in Art. 7, BOE "Ley 3/2004, de 29 de diciembre" on combating late payment in commercial transactions.

- A fixed compensation in accordance with Art. 8, BOE "Ley 3/2004, de 29 de diciembre"

- i) Fixed amount of €40

- ii) In addition, the creditor shall be entitled to claim from the debtor compensation for all duly accredited collection costs incurred as a result of the debtor's delay and which exceed the amount indicated in the previous paragraph.

We may also terminate the contract at the end of the contract term, without any compensation being due to you for this. At the end of the contract term, you will be liable for all unpaid contributions.

i. We reserve the right to change rates and/or conditions after the end of the contract period. We will always notify you one month in advance, after which you will have the option to terminate the Contract at no cost, provided that you notify us in writing (email). In the event of termination, this must take place within 4 weeks of the announcement of the change, subject to at least one 4-Week Period's notice. In the absence of timely notice of termination, the contract will be extended under the same conditions, which may also be terminated within this framework as indicated in the Contract. Price changes due to measures public taxes may be applied immediately regardless of their amount and do not entitle you to terminate the contract.

j. If you do not use the contract or the Options, your premium will not be refunded, except in specific cases expressly stipulated in these general terms and conditions.

k. Prices are indicated inclusive of VAT, corresponding to the sum of the amounts excluding tax to which the applicable VAT is applied. VerstärCare reserves the right to pass on any new taxes and increases in VAT rates to these prices as soon as they come into effect.

l. You agree to receive your invoices electronically at www.verstarcare.com and via notifications on the Applications.

ARTICLE 6: ACCESS

- a. When you register, we recommend that you download the VerstärCare App, available worldwide for Android 8 and iOS. You can use it to create your personal space and activate your Program according to your chosen subscription, giving you access to the App and its content.
- b. Access rights are the property of VerstärCare and may only be used for the duration of the Contract.
- c. The Contract and Access cannot be transferred to a third party. This is a personal membership.
- d. With PRO and ELITE subscriptions, you can participate in our various Partner Clinics. Participation costs (travel, treatment, accommodation, food) are included in the subscriptions.
- e. For all subscriptions other than PRO and ELITE, such as the IRIS subscription and any others that may be created, you are not authorized to participate in our Partner Clinics.
- f. These terms and conditions, where applicable, and our internal rules also apply to Members and persons registered as companions, such as family or friends, and to holders of a “Day Pass” and to any person accessing a Partner Clinic using promotions or other conditions of access. As a Member, you are responsible for how the Contract and Access are used or misused. You must therefore ensure that accompanying persons comply with and observe VerstärCare's terms and conditions and internal rules.
- g. If you lose your Access or if it is stolen, you can request a new one by sending a written request to support@verstarcare.com at a cost of €5. Any purchase of new access will automatically block the old Access. The fee for your new access must be paid by credit card via the Application or the link provided for this purpose, after which the new access will be activated. In the meantime, your payment obligation remains in force.
- h. In order to limit fraud on Access, never give your data to a third party. The Member assumes full responsibility for safeguarding their personal data.

ARTICLE 7: OPENING HOURS APPLICATION

- a. VerstärCare indicates the chat's opening hours in the application for communicating with each of its Specialists. In certain cases, different opening hours may apply between Specialists, particularly in the event of emergencies, public holidays, or force majeure.
- b. VerstärCare is authorized to temporarily or permanently change the opening hours (in whole or in part) of the Specialists, based on objective reasons. VerstärCare may unilaterally make a permanent change, provided that this is only of minor importance in relation to the total number of opening hours or the start or end time. In all cases, this involves a deviation of up to two hours before or after opening and/or closing.
- c. Opening hours can never be brought forward as an absolute condition (condition sine qua non) for concluding the Contract. You can never use this adjustment to unilaterally terminate the Contract, especially since VerstärCare's main commitment is to make the digital space available with the Specialists.

ARTICLE 8: ADAPTATION OF INDIVIDUAL AND GROUP SESSIONS

a. We want our session offering to be constantly up to date. This means that we regularly adapt the sessions, the content of the sessions, the type of sessions, and the schedule of the sessions. This applies to “virtual” sessions with Specialists. Occasionally, a session with a Specialist may be canceled.

b. With regard to changes to Sessions with a Specialist, Article 7c applies by analogy.

c. In the case of “High Performance Clinic” Sessions at a Partner Clinic, you can use the facilities without restriction during the opening hours of the Partner Clinics where these sessions are offered. Only registered Members and accompanying persons may participate in “High Performance Clinic” Sessions. These Sessions are not offered in all Subscriptions, only in the PRO and ELITE Plans.

The facilities and schedules for “High Performance Clinic” Sessions vary depending on the Clinic. The relevant information can be obtained through the invitation received for this purpose and the schedule in the Application. A maximum number of accompanying persons applies to each High Performance Clinic Session, particularly for health and safety reasons, and VerstärCare therefore does not guarantee systematic access to High Performance Clinic Sessions. VerstärCare may require that High Performance Clinic Sessions be booked in a manner to be determined by VerstärCare with regard to the period.

ARTICLE 9: MOVING OR INJURY

a. If you are about to move (other city or country), you can continue to exercise at Reference Clubs and use all the features of the Application. No refunds will be made in the event of a move.

b. We hope that you come to exercise with us in good health. For all types of membership, you cannot suspend your membership for medical reasons, as the assistance provided can be adapted to circumstances involving injury. Except in cases of expiation provided for in Article 9.c.

c. If you submit a medical certificate attesting that you will be unable to participate in sports for a period of at least 12 months from the date of issue of the medical certificate, VerstärCare will terminate your subscription at your request as of the date of receipt by customer service of the request to that effect, accompanied by the medical certificate, sent by email to: support@verstarcare.com.

ARTICLE 10: TERMINATION OF SUBSCRIPTION

a. If you have entered into a Contract for a minimum term of one year with payment every four weeks, you may terminate it no later than four weeks before its expiration. If you do not do so, the Contract will be extended for the same term and under the same conditions. Conversely, VerstärCare may terminate the Contract no later than 4 weeks before its expiry and thereafter with 4 weeks' notice.

b. If you have entered into a Contract for a minimum commitment period of one year with full payment in advance, you may terminate it no later than 4 weeks before its expiry. If you do not do so, the Contract will be extended for the same duration and under the same conditions.

d. You may terminate your Contract in the following manner: by sending an email to customer service at support@verstarcare.com (indicating your last name, first name, date of birth, and Contract number).

e. Our goal is to create an environment within our Program where everyone respects each other and complies with the rules in force. If you do not comply with the provisions of the Contract, privacy statement, internal regulations, or these terms and conditions, or if you engage in behavior deemed unacceptable, VerstärCare may deny you access to the Program and the Application and unilaterally terminate the Contract for misconduct (with immediate effect).

Re-subscribing after such exclusion constitutes a legitimate reason for immediate termination of the new subscription and pro-rata reimbursement, with the exception of the registration fee provided for this purpose, which will be equivalent to one month's subscription (depending on the plan chosen) and will be retained by VerstärCare. No pro-rata refund will be due for termination during the term of the contract.

f. Eating well, exercising, and all other wellness activities are encouraged at VerstärCare. However, VerstärCare is not responsible for the supervision of other specialists at the referral clubs. This is independent of the Program and other services offered.

g. If you allow another person to access the Application in any way that violates these terms and conditions or the internal rules, whether or not that person is a Member (for example, by lending them your access codes), VerstärCare may charge you the value of a "Day Pass," as well as a processing fee of five euros, and block your access to the Application until payment of said amount. In the event of repeated breaches of these terms and conditions and/or the internal rules, VerstärCare is entitled to terminate your Contract on the scheduled end date of your Contract as compensation, without you having access.

h. If you can demonstrate that VerstärCare is not seriously fulfilling its contractual obligations, and only if you inform VerstärCare of this by registered letter within 7 days of discovering the breach, VerstärCare undertakes to terminate the Contract immediately and, where applicable, to compensate you for any damages incurred.

i. Any other means of termination on your part other than those mentioned in Articles 9b, 9c, 10a, 10b, 10c, such as unilateral termination of payments by 4-Week Period, will be considered an illegal termination of the Contract. In such cases, all membership fees remain due. If you do not pay these contributions voluntarily, VerstärCare may engage a collection agency to collect the outstanding contributions. Section 5h above will therefore apply from that date.

ARTICLE 11: RISKS AND LIABILITY

a. Practicing sports involves risks. If you use our Program, you must be able to assess your own abilities. We do not offer active support from staff at the chosen Reference Club and we accept no responsibility in this regard, except in the case of an exception through our sale of individualized services (excluding packages or with the Elite package) of "Specific Training Sessions," where we provide a trainer, but we do not assume the risk of injury due to the activity.

You may use an independent personal trainer of your choice, a session with an independent specialist of your choice, or rely on the advice we provide in our Application or by other means in the development of the Program, such as during a “High Performance Clinic” session at a Partner Clinic. However, you remain responsible for how you exercise and the choices you make in this regard. Use of our information is at your own risk. If you have any doubts about your physical condition, we recommend that you seek the advice of a doctor or specialist to determine the most appropriate method for your sports practice.

b. VerstärCare and our collaborating specialists are not liable for any material or immaterial damage resulting from an accident or injury you may suffer in one of the Reference Clubs, or from the use of the information on our Application.

c. We advise you to take out insurance for all risks for this purpose.

d. The nutrition, training, psychology, and recovery programs available on the application are personalized services based on the various forms you have completed. This service consists of posting nutrition, sports training, and psychological programs online, in some cases with the involvement of a Specialist through the various sessions provided for this purpose.

You follow these programs at your own risk. It is your responsibility to behave in a reasonable, appropriate, and thoughtful manner when viewing and reproducing the advice and exercises, in accordance with the instructions provided and your own abilities. For example, by adapting the exercises, their intensity, frequency, and rest periods to your own limitations. If in doubt, and particularly in the event of pregnancy or illness, we recommend that you consult a doctor to ensure that the services offered are compatible with your state of health.

ARTICLE 12: COMPLAINTS

a. We make every effort to serve everyone and want to offer access to our Application to as many people as possible. If you have a complaint, we regret this, but we would of course like you to let us know. You can first contact our Program Specialists and then VerstärCare customer service, as described on our website or via the Application. If your complaint remains unresolved, please refer to Article 17 below.

b. If VerstärCare fails to fulfill a contractual obligation, the affected party must notify VerstärCare of this in writing within 30 calendar days of becoming aware of the breach. If the breach reported is not corrected within 30 calendar days of receipt of the formal notice, the affected party is entitled to lump-sum compensation. If the damage suffered can be quantified in monetary terms, this compensation shall amount to 10% of that amount, with a minimum of \$25 and a maximum of \$75. In the event that the damage suffered cannot be quantified in monetary terms, the fixed compensation shall amount to \$25.

ARTICLE 13: PERSONAL AND MEDICAL DATA

a. In order to perform your Contract, we collect and hold certain personal and medical data about you. VerstärCare processes your personal and medical data in an appropriate and prudent manner, in accordance with the laws and regulations applicable to the protection of personal data, such as the General Data Protection Regulation (GDPR).

b. In this regard, VerstärCare's privacy statement lists the data we process, the purposes for which we do so, and how we process personal data.

In addition, the statement explains how interested parties can exercise their rights regarding the processing of their personal data. You can find VerstärCare's privacy statement on our website.

c. If you do not wish to be contacted by telephone or email, you have the right to register on the telephone marketing opt-out list provided for this purpose. You can also send us a written request by email to support@verstarcare.com.

ARTICLE 14: MODIFICATION OF DATA

a. Any changes to your personal details (e.g., address or bank details) must be reported directly to customer service by emailing support@verstarcare.com.

b. If these changes are not reported, and VerstärCare incurs costs to obtain the new personal details, these costs will be borne by the Member.

ARTICLE 15: INTERNAL RULES AND REGULATIONS

a. You are informed that VerstärCare has established internal rules and regulations, “Les Incontournables Ethiques” (Ethical Essentials), which are available on your Application.

b. VerstärCare may at any time refuse access to the Program and Application to persons whose behavior is contrary to the internal rules and regulations.

c. In addition to the internal rules and regulations, VerstärCare may implement additional rules in order to comply with the instructions of the competent authorities. In this case, VerstärCare may refuse access to its Program and Application to any person (Member, registered Companion, or anyone else) whose behavior violates the rules; any act that contravenes these rules may result in immediate exclusion in accordance with Article 10.e above.

d. In the event of a conflict between these general terms and conditions and the internal regulations, the general terms and conditions of sale shall prevail.

ARTICLE 16: CUSTOMER SERVICE CONTACT INFORMATION

a. Our customer service contact details are as follows:

- online on our website: <https://www.verstarcare.com/contact>

- email: support@verstarcare.com

b. You can also make certain adjustments yourself via the Application.

ARTICLE 17: APPLICABLE LAW AND DISPUTES

a. Only Spanish law applies to these general terms and conditions and to all Contracts concluded by or with VerstärCare.

b. All disputes concerning the Contract concluded between the Member and VerstärCare will be examined by the competent judge.

c. VerstärCare also accepts out-of-court dispute resolution through the consumer mediation service, if you, as a Member, wish to use it. You can find the characteristics and conditions of application of this regulation at <https://www.dsca.gob.es/es/consumo/como-reclamar-conflicto-consumo/sistema-arbitral-consumo>. The contact details of the consumer mediation service are:

Ctra puentenansa s/n 39554 - Cantabria. Cantabria, ES

Tel.: (+34) 942 728 238 39 Email: administracion@mancomunidadnansa.net

Website: <https://cidoc.consumo.gob.es/>

e. You can (also) access the European Commission's online dispute resolution platform here: <http://ec.europa.eu/consumers/odr/>. Please note that we are not obliged to participate and will not participate in any dispute resolution proceedings before a consumer arbitration board to resolve legal disputes with consumers.

APPENDIX: MODEL WITHDRAWAL FORM

Withdrawal is only possible within 14 days of your remote registration (on our Application website).

Please complete and return this form only if you wish to withdraw from your subscription contract taken out remotely, to the following address:

Email: sales@verstarcare.com

I hereby notify you of my withdrawal from the contract for the subscription below:

Subscription date:

Contract No.:

Last name:

First name:

Email:

Address:

Postal code:

Place:

Date:

Signature required (on paper and scanned copy or via certified electronic signature)