
WE RECOMMEND THAT YOU READ THIS DOCUMENT CAREFULLY AND, SHOULD YOU HAVE ANY QUESTIONS,
CONTACT DYCARE CUSTOMER SERVICE

GENERAL TERMS AND CONDITIONS OF USE AND CONTRACTING OF REHUB®

General information

Bio-Sensing Solutions, S.L. (DyCare)

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Registration: Registered with the Commercial Registry of Barcelona, Volume 45087, Page 42, Sheet B-465593

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1. Introduction

These General Terms and Conditions of Use and Contracting of ReHub® (hereinafter, the "General Terms") govern the terms under which the ReHub® services – defined below – offered through the ReHub® platform (hereinafter, the "Platform"), owned by Bio-Sensing Solutions, S.L. – DYCARE (the "Administrator" or "DYCARE"), will be contracted and used.

The Platform is a digital environment in which rehabilitation physicians or physiotherapists, whether self-employed professionals (hereinafter, "Independent Professionals") or employees (whether under an employment or commercial contract) of a medical or functional rehabilitation centre (hereinafter, "Employed Professionals"), and their patients (the "Patients"), interact for the purpose of carrying out therapeutic rehabilitation programmes (all of them hereinafter referred to as the "Users"). Independent Professionals and Employed Professionals shall hereinafter be jointly referred to as the "Professionals".

The ReHub® Platform is a software medical device (MDSW) bearing the CE marking, classified as Class IIa under Regulation (EU) 2017/745 (MDR). ReHub® incorporates artificial intelligence components (computer vision for movement analysis and functional progress estimation) constituting a limited-risk AI system under Regulation (EU) 2024/1689 (AI Act). The Platform allows Patients to follow their rehabilitation treatments online (hereinafter, the "Treatment"), remain permanently in contact with Professionals, and consult data, content and exercise programmes established and/or designed by the Professionals from anywhere, transforming conventional rehabilitation into a personalised "on-the-move" experience. Accordingly, the service managed by DYCARE through the Platform offers the User: (a) the organisation of personalised rehabilitation and physiotherapy sessions and access to multimedia content through the Platform; (b) the remote monitoring of the Patient's progress by a Professional; (c) communication via chat and video call with a Professional; (d) the storage, organisation and processing of data, including, by way of example, identification data such as photographs, first and last name, date of birth, email address, weight and height, and information on the treatment(s) received on the Platform, within a database accessible remotely by the User and their Physiotherapist through the Platform (the "Database"), (hereinafter, (a), (b), (c), (d) and (e), also jointly referred to as the "Service").

Additionally, the Service includes (e) the analysis of the Patient's movement during exercises through artificial intelligence algorithms (computer vision), processed locally on the Patient's device, without any storage of images or biometric data.

Your personal data will be processed in accordance with the Privacy Policy. Users must accept the Privacy Policy in order to access the Platform: Professional Privacy Policy / Patient Privacy Policy.

2. General considerations

Contracting the Services entails acceptance, as a User, without reservation of any kind, of each and every one of these General Terms.

These General Terms do not modify but rather integrate any applicable legal conditions or provisions in force between the Administrator and the User. In the event of any contradiction between a provision of any conditions agreed between the Administrator and the User and these provisions, the conditions agreed between the parties shall prevail. If the Service is being used on behalf of any legal entity, we assume that the person accessing the Platform and/or the Service is authorised and qualified to accept these General Terms on behalf of the entity they represent.

In particular, Employed Professionals are aware that an agreement exists between DYCARE and the medical or functional rehabilitation centre that employs them (hereinafter, the "Centre Agreement"), the terms of which they declare to know, and which shall in all cases prevail over these General Terms.

The Platform may only be used from the age of fourteen (14) (the "Platform Minimum Use Age"). Persons above the Platform Minimum Use Age but under 18 years of age may only use the Platform and/or the Service under the supervision of whoever holds parental authority (parents or legal guardians). The registration of minors on the Platform may only be carried out with the consent of the parent(s) or legal guardian(s). Persons under fourteen (14) years of age may under no circumstances use the Platform. In any event, it shall be the sole and exclusive responsibility of the Professional to ensure compliance with the minimum age to access the Platform and compliance with parental consent prior to registering the minor on the Platform.

3. Contracting of the Service and Licence

Under these General Terms, a licence to use the Platform is granted to the User, for the purpose and subject to the limitations set out in this document. The licence is granted to the User on a non-exclusive, non-transferable, revocable, non-sublicensable basis, for the entire national contracting territory.

The use licence is granted until the relationship between the parties is terminated, unless otherwise provided in these General Terms or in specific contracts binding Dycare to the User.

Independent Professionals

Contracting of the Service shall be deemed to have taken place once these General Terms and the Professional Privacy Policy have been accepted.

The Administrator authorises the Independent Professional to grant their Patients access to the Services subject to prior acceptance of these General Terms and the Professional Privacy Policy, the Independent Professional being in all cases responsible for ensuring such acceptance. Under no circumstances shall the Patient have access to the Platform if they have not accepted the Patient Privacy Policy and these General Terms.

Employed Professionals

Contracting of the Service shall take place through the signing of the Centre Agreement (i.e., the agreement between the medical or functional rehabilitation centre employing the Employed Professional and the Administrator) and through acceptance of these General Terms by the Employed Professional. Upon contracting the Service, the Employed Professional may grant their Patients access to the Platform, within the terms and conditions of the Centre Agreement, the Patient being responsible for accepting the General Terms and the Privacy Policy when accessing the Platform for the first time. Under no circumstances shall the Patient have access to the Platform if they have not accepted these General Terms and the Patient Privacy Policy.

Patients

Patients may access the Platform and receive the Service subject to prior authorisation and, in all cases, under the supervision of the Professional, in accordance with the provisions of these General Terms. Under no circumstances shall the Patient be deemed entitled to use the Service other than under the supervision and control of the Professional. Prior acceptance by the Patient of these General Terms and the Patient Privacy Policy shall be an essential requirement for accessing the Platform and using the Service. Access granted to the Patient shall in all cases be for personal or informational purposes, and always in accordance with the provisions of these General Terms.

If you are a Patient whose access to the Platform to use the Services is provided by your Independent Professional, mutual insurance company, medical centre, employer, or any company with an agreement with DyCare ("Referring Entity"), the conditions of such access shall be subject to the conditions set out in the Patient's

agreement with the Referring Entity. We further inform you that the data controller for your personal data and medical history is the Referring Entity that referred you to the ReHub Platform. Please consult the Referring Entity for further information.

The Administrator reserves the right to assess, at its discretion, any User's compliance with these General Terms. Non-compliance with the General Terms may result in the revocation of the use licence granted to the Professional and/or of the Patient's access. The Administrator reserves the right to revoke the use and/or access licence for any reason it deems appropriate, including, among others, failure to pay for the Service when due under the Service Agreement, the agreement with the Referring Entity, or the Centre Agreement entered into between the Administrator and the relevant Professional, or the belief that the User's conduct or use of the Platform and/or the Service is contrary to applicable law or is harmful to the interests of the Administrator or of any other User.

4. Eligibility and informed consent

The Professional is solely and exclusively responsible for examining and assessing the Patient and selecting the treatment best suited to them, creating a personalised exercise programme specifically adapted to the Patient's physical condition. The Platform must always be used in accordance with its intended purpose of online rehabilitation and physiotherapy and under the supervision and responsibility of the Professional.

Should the Patient have any serious health condition, they must report it to the Professional for proper assessment.

In particular, if you are a Patient and any of the situations listed below apply to you, do not use the Service unless you have previously undergone a medical examination by a Professional authorising you to use the Services ("Contraindications"):

- You are pregnant or suspect you may be pregnant;
- Cardiovascular disease;
- Respiratory diseases considered significant or severe;
- Sensory and/or cognitive impairment affecting understanding of the methodology;
- Active oncological process, active infectious process, active thrombophlebitic process, and multi-pathological patients;
- Psychiatric conditions;
- If you have an active implantable device, such as a pacemaker;
- If you suffer sudden fainting or loss of consciousness;
- Not meeting the minimum age requirement (Platform Minimum Use Age: 14 years)

The Patient declares:

- To have duly informed the Professional of any serious health condition or any of the situations listed above.
- To have been verbally informed by the Professional of the purpose and nature of the rehabilitation plan, its risks and consequences.
- That they understand that rehabilitation and physiotherapy are not an exact science and acknowledge that no guarantee has been given as to the outcome of their treatment.
- To give their permission and consent to DyCare, DyCare's Professionals and all their affiliates and contractors to receive the Treatment.

In any event, the Professional must comply with the regulations in force regarding the information the Patient requires in relation to their Treatment, in accordance with, among others, Law 41/2002, the Basic Law Regulating Patient Autonomy and Rights and Obligations regarding Clinical Information and Documentation, obtaining the Patient's mandatory informed consent whenever necessary depending on the action carried out.

5. Registration on the Platform

To use the Service, the User will be asked to register in order to have a User account (hereinafter, the "Account"). To create the Account, the User must register or, where applicable, complete the registration where it has been initiated by a Professional, through the Platform.

The User declares and agrees to:

- i. provide accurate, up-to-date and complete information in connection with the registration, login and/or subscription procedures on the Platform ("Registration Data");
- ii. not disclose their password or identification code;
- iii. keep the Registration Data and any other information provided constantly updated, complete and accurate.

Each registration on the Platform is valid for a single User. Any identification code, password, username or other credentials form an integral part of the security systems and procedures implemented by the Administrator to protect the system and the data held in the Database. Such data may therefore not be disclosed to any person, even within a group, however well known.

The Administrator reserves the right to disable the identification code, password and/or username of any User of the Service where, in the Administrator's sole judgment, a breach of any provision of these General Terms is detected.

Responsibility for the confidentiality and use of the password lies exclusively with the User, who personally assumes all corresponding risks. The User's personal data will be processed in accordance with the statement available in the Privacy Policy: Professional Privacy Policy / Patient Privacy Policy.

The Administrator reserves the right to cancel the accounts of Users who fail to comply with the provisions set out in these General Terms, including failure to pay fees when due, as set out below.

6. Fees and Payment Terms

Patient

Unless otherwise indicated at the time of contracting, DyCare will not charge the Patient for use of the Platform.

If you are a Patient whose access to the Platform to use the Services is provided by your Referring Entity, any charge for the telerehabilitation service shall be at the discretion of the contract or agreement you have with the Referring Entity.

The Administrator shall invoice the services provided to the Patient directly to the Referring Entity under the contract between DyCare and the Referring Entity.

Employed Professional

If you are an Employed Professional, your medical or functional rehabilitation centre must pay DyCare the amounts agreed in the Centre Agreement under the terms and conditions set out therein.

Independent Professional

If you are an Independent Professional, you must pay DyCare the subscription fee in accordance with the fees in force at the time of contracting, including applicable taxes.

If the subscription is monthly, payment for the first month shall be made automatically via the credit or debit card provided by the Professional to Dycare (the "Payment Method") and through the Stripe payment gateway at the time of contracting the monthly subscription on the ReHub Platform. Subsequent recurring monthly subscription payments shall be made monthly from the month following the first payment, charged to your Payment Method. For example, if you subscribe on 5 April, the first payment will be made on 5 April, and subsequent recurring payments will be made on 5 May, 5 June, and so on.

In accordance with the above, the Administrator shall issue an invoice corresponding to the amount of the subscription contracted by the Independent Professional. Such invoice may be downloaded directly from the platform or requested by emailing support (Support.rehub@dycare.com).

Failure to make payments in full and within the agreed timeframes shall immediately constitute a default without the need for any prior demand or notice of default from the Administrator. From the moment of default, the Administrator may immediately terminate or suspend the Professional's access to and use of the Service, in whole or in part, including access to the Platform and use of the Service by their Patients. Without prejudice to the foregoing, the Administrator shall be entitled to charge default interest equivalent to the maximum rate permitted by law from (and including) the payment due date until the date of full payment with interest.

In any event, the Administrator reserves the right to modify the contracted subscription fees at any time, by giving the Independent Professional prior notice one (1) month before the effective date on which the new fees apply. Any change to the subscription fees shall take effect for the next billing period after the Administrator has given notice of the change.

Complaints relating to the Service shall not suspend the payment obligation.

7. Term and termination

The Administrator is entitled to interrupt, suspend or terminate your access to the Platform and/or use of the Service, without prejudice to the Administrator's other rights and remedies detailed in these General Terms, including its right to claim damages, provided that any of the following conditions apply:

- (i) you breach your obligations under these General Terms;
- (ii) in the event of insolvency proceedings being declared against the Professional, Referring Centre or the Administrator;
- (iii) in the event that the business of the Professional, the Referring Centre or the Administrator is closed or wound up.

If your Account is cancelled for any of these reasons, the Professional and/or Referring Centre shall not receive any refund as a result of the cancellation.

If the Account of the Professional or Referring Centre is terminated, the accounts of the Patients associated with that Professional or Referring Centre shall automatically be terminated. The Administrator shall in no event be liable to Patients for the termination of their account as a result of acts of the Professional or Referring Centre. Patients must contact the Professional or Referring Centre for any claim.

Following termination of the Service, the Administrator shall render your Account on the Platform inaccessible to the User, having given prior notice one month in advance so that you may retrieve any content you need from your Account, the Administrator not being obliged in any event to directly provide you with any content or other information, nor to convert or export such information, save where otherwise required by law.

In the case of personal data, we remind you that you may at any time exercise your rights of access, rectification, erasure, portability, restriction of processing and objection. Please refer to the privacy policy, where you will find the relevant provisions on the exercise of your rights regarding your personal data: Professional Privacy Policy / Patient Privacy Policy.

Independent Professional

You agree that the subscription granting you access to and use of the Platform and/or Service runs for the period corresponding to the subscription term from acceptance of these General Terms, automatically renewable for the same period of time, subject to these General Terms, unless otherwise notified in writing to the Administrator in accordance with the following paragraph.

Within 30 days following subscription to these General Terms, you may cancel your subscription at any time free of charge.

After the first 30 days, you may cancel your subscription without any minimum term requirement, giving the Administrator a minimum notice of fifteen (15) days before renewal of your subscription. If you cancel within this timeframe, the cancellation shall take effect on the last day of your monthly subscription. If you do not cancel within this timeframe, your subscription will be renewed for an additional month, with the cancellation taking effect on the last day of the new monthly subscription period. For example, if your subscription runs from 5 June to 4 July and you cancel on 10 June, your subscription will end on 4 July; whereas if you cancel on 1 July, you will still be renewed and charged for the month of July (5 July to 4 August) and your subscription will end on 4 August.

Employed Professional

Your access to and use of the Platform and/or Service shall run for the period set out in the Centre Agreement entered into between the Administrator and your medical or functional rehabilitation centre, of which you are aware.

Patient

If you are a Patient, access to the Platform shall run for the period granted to you by your Professional or the Referring Entity. Please note that your access to the Platform and/or Services shall in any event cease when the Referring Entity that granted you access to the Platform ceases its access to and use of the Service.

Please note that once the period for which you have been granted access to and use of the Platform and/or Service has ended, you will not be able to access any exercise programme assigned by your Professional, nor have access to its content, unless the law provides otherwise.

8. Right of withdrawal

If you qualify as a "Consumer" under Royal Legislative Decree 1/2007, of 16 November, approving the recast text of the General Law for the Defence of Consumers and Users, you shall have the right to terminate the agreement entered into with the Administrator within fourteen (14) days following the conclusion of the agreement. Notice of withdrawal must be sent to: support.rehub@rehub.com, and must take the form of an unequivocal statement of the decision to terminate access to the Platform and/or Service. If you exercise your right of withdrawal, the Administrator shall ensure that the User's Account has been duly deleted.

9. Use of the Platform and/or Service

To use the Platform, the User must have a computer, tablet or mobile device that meets the minimum requirements set out on the Website and the Platform, which may be updated from time to time. Likewise, the User must have internet access and shall be solely responsible for paying any connection fees charged by their provider.

Users undertake to use the Platform and the Services in accordance with applicable law, these General Terms, any specific conditions that may be set out in the Agreements and other notices and instructions brought to their attention, as well as with generally accepted morals and customs and public order.

Users waive the right to use any of the materials and information contained on the Platform for unlawful purposes or purposes expressly prohibited under these General Terms, or under any applicable specific conditions, or contrary to the rights and interests of the Administrator, its members or third parties, and shall be liable to them in the event of breaching or failing to comply with such obligations, or in any way (including the introduction or dissemination of "computer viruses") damaging, disabling, overloading, impairing or preventing the normal use of the materials and information contained on the Platform and/or Services, the information systems, or the documents, files and all kinds of content stored on any computer equipment (hacking) of the Administrator, its members, or any user or User of the Platform.

In particular, Professionals are expressly prohibited from uploading videos to the Platform that are not for exclusively therapeutic use, or in respect of which they do not hold sufficient rights for publication. The Administrator shall under no circumstances be liable for the content of videos uploaded to the Platform by the Professional, the latter being in any event liable for any damage such content may cause.

Users undertake to indemnify and hold harmless the Administrator, its subsidiaries and group companies, as well as their legal representatives, partners and employees, from any damages, liabilities, claims or indemnities, including expenses and representation costs, that third parties may claim as a result of the use of the Platform and/or Services in terms that do not comply with these General Terms, and/or due to non-compliance with the conditions set out herein, and/or as a result of the breach of the representations and warranties contained in these General Terms.

The Patient acknowledges and accepts that, in order to provide the Service, the Platform may access the camera of their computer, Tablet or mobile device. Movement analysis is performed by means of an automated system based on artificial intelligence algorithms (computer vision, deterministic and frozen models) which processes the

image in real time and locally on the Patient's device, extracting only joint points and movement vectors. Under no circumstances are images stored, transmitted or retained, and the system does not process identifying biometric data. Please refer to the privacy policy, where you will find the relevant provisions on the exercise of your rights regarding your personal data: Patient Privacy Policy.

10. Anti-spamming policy of the Platform

Users undertake to refrain from:

- (i) collecting data for advertising purposes and sending advertising of any kind and communications for sales or other commercial purposes; and
- (ii) making available to third parties, for any purpose, data collected on the Platform and/or Service.

Users or third parties affected by the receipt of unsolicited messages may report this by sending a message to the following email address: support.rehub@dycare.com.

11. Intellectual property rights

DYCARE's ownership rights

Save as otherwise provided in these General Terms, all copyright and any other intellectual or industrial property right, or any other right of any kind relating to any of the content or aspects of the Platform and/or the Service, belong to the Administrator or its licensors. The User acknowledges that the Administrator is the legitimate owner of the trademarks, trade names and other distinctive names or signs relating to the Platform and Service and their ancillary elements. Such works are protected by copyright laws and by the international treaties in force in Spain and worldwide, and the rights thereto are expressly reserved. Any use of the content of the Platform and/or the Service not expressly authorised under these General Terms is prohibited. These General Terms shall under no circumstances constitute any title to, or transfer of, DyCare's ownership rights in favour of Users.

The User may not, directly or indirectly, copy, decrypt, electronically scan, decompile or derive source code from any intellectual and/or industrial property owned by the Administrator to which they have access as a result of the provision of services, nor reverse-engineer the design or function of such intellectual and/or industrial property. The User further undertakes to promptly and effectively report any infringement or well-founded fear of infringement by Users or third parties that could affect the legitimate interests of the Administrator of which the User may become aware.

Without prejudice to the foregoing, no part of the content of the Platform and/or the Service may be reproduced or archived on any other website, nor may it be introduced into any other information filing and search system or service provision system, without the Administrator's prior written consent.

Unauthorised uses

Any use of the Platform and/or Service carried out without prior written authorisation, and not authorised under these General Terms, is expressly prohibited and shall result in the cancellation of any licence granted under these General Terms. Such unauthorised use may also breach applicable laws, including, by way of example, copyright laws, trademark protection laws and other regulations regarding communications or personal data protection. We reserve the right to suspend User accounts we consider to have breached applicable laws or regulations. However, nothing expressly set out in these General Terms may be construed as granting any licence over intellectual property rights, whether implicitly or as a conclusive fact. Any licence is revocable at any time and under any circumstances.

12. Professional Content

The Professional must be the owner of the content they upload to the ReHub® Platform, including, without limitation, rehabilitation exercises or videos or images ("Professional Content"). The Professional shall be liable for any infringement of third-party intellectual property rights where they upload content in respect of which they do not hold sufficient rights for publication. The Administrator shall under no circumstances be liable for the content of videos uploaded to the Platform by the Professional, the latter being in any event liable for any damage it may cause.

These General Terms shall under no circumstances constitute any title to, or transfer of, any ownership rights the Professionals may hold over the Professional Content they may upload to the Platform in favour of the Administrator. The Professional hereby acknowledges and accepts that their content may be stored on the Platform and shared with their Patients, as well as with other Professionals employed by the same Centre.

The Administrator may limit the size of files that Professionals may upload to the Platform and/or the storage space for Professional Content, duly notifying the applicable requirements on the Website and/or the Platform, which may be updated from time to time.

Following termination of the Service, the Administrator shall render your Account on the Platform inaccessible to the Professional, having given prior notice one month in advance so that they may retrieve any content they need from their Account, the Administrator not being obliged in any event to directly provide them with any content or other information, nor to convert or export such information, save where otherwise required by law. In the case of personal data, we remind you that you may at any time exercise your rights of access, rectification, erasure, portability, restriction of processing and objection. Please refer to the privacy policy, where you will find the relevant provisions on the exercise of your rights regarding your personal data: Professional Privacy Policy.

13. Access, suspension, interruption and revocation of the Platform and/or Service

Access

The Administrator shall make every reasonable effort (in accordance with market standards applicable to comparable services) to ensure that the Platform and/or the Service remain accessible at all times.

Suspension/Interruption/Revocation

The Platform and/or Service are subject to constant evolution, and their form and nature may change without prior notice.

Likewise, the Platform and/or Service may be suspended, limited or interrupted at any time and for any reason, such as, for example, to include new updates, bug fixes, new features, functionalities, tools or content, among others, whether in respect of a single User or all Users, as well as due to network failures, weather conditions or other circumstances beyond the Administrator's control. In any event, the Administrator shall not be liable if, for any reason, the Platform and/or the Service are unavailable, whether temporarily or permanently.

We further reserve the right to suspend, interrupt and/or revoke, at any time and without liability or need to notify the User, the right to use or access the Platform and/or the Service, even without prior notice, where the Administrator considers that the User is in breach of these General Terms. The Administrator shall in all cases be held harmless and indemnified from any damage or loss, including loss of data, arising from such suspension, interruption or revocation of use of or access to the Platform and/or Service. The Administrator may use any operational, technological, legal or other available method to enforce compliance with these General Terms (including, without limitation, blocking IP addresses).

Following termination of the Service, the Administrator shall render your Account on the Platform inaccessible to the User. In the case of personal data, we remind you that you may at any time exercise your rights of access, rectification, erasure, portability, restriction of processing and objection. Please refer to the privacy policy, where you will find the relevant provisions on the exercise of your rights regarding your personal data: Professional Privacy Policy / Patient Privacy Policy.

14. Warranties and Liability

User

You represent and warrant to the Administrator that:

- you have the power and authority to accept these General Terms;
- you are of legal age or, if you are a minor Patient, you have the consent of your parent(s) or legal guardian(s) ("Guardians") and will use the Platform and/or Service under the supervision of your Guardians;

- you undertake to use the Platform exclusively for its intended purpose as a functional rehabilitation medical device, and shall under no circumstances use the Platform and/or Service for other purposes or in the event of Contraindications set out in these General Terms or indicated by your Professional;
- you undertake that you shall under no circumstances use the Platform and/or Service in a manner that infringes the rights of the Administrator or third parties, including, among others, intellectual property rights or rights relating to the protection of privacy;
- all information relating to the Account that you provide shall be complete, accurate and up to date when provided, and shall be updated as necessary to ensure it remains complete, accurate and up to date;
- all information you provide to the Administrator or its employees and/or affiliates is accurate, complete and true when provided;

Professionals

In addition to the above, Professionals registered on the Platform represent and warrant that:

- they hold the physiotherapy degree or the academic qualification that may be legally required at any given time for the provision of services as a rehabilitator or physiotherapist;
- they are up to date with their registration with the relevant professional College of Physiotherapists corresponding to their place of residence and/or the place where they practise their profession;
- they hold professional liability insurance in accordance with the regulations in force, with a minimum coverage sufficient to cover any compensation the physiotherapist may have to pay should professional liability claims for damages or losses caused to Patients be successful.

DyCare may at any time require the Professional to provide documentary evidence of compliance with these requirements. If the requirements are not met, or their compliance is not evidenced within the timeframe given for that purpose, DyCare may revoke the Professional's access to the platform.

The Professional shall be solely responsible for verifying compliance with these obligations before accessing the Platform, as well as for providing and performing their telerehabilitation services with the diligence required under the lex artis, guaranteeing at all times proper care and offering Patients the best possible quality of services through the Platform.

Professionals further represent and warrant that they comply with the regulations in force regarding the information the patient (Insured Party) requires in relation to their condition or treatment, in accordance with, among others, Law 41/2002, the Basic Law Regulating Patient Autonomy and Rights and Obligations regarding Clinical Information and Documentation, obtaining the patient's (Insured Party's) mandatory informed consent whenever necessary depending on the action carried out.

Professionals further represent and warrant that they will use the Platform and/or Service in accordance with its intended purpose as a functional rehabilitation medical device and shall refrain from using the Platform and/or Service for other purposes, as well as where Contraindications exist, in accordance with the provisions of these General Terms. The assessment of the suitability of the online rehabilitation service, as well as its scope and content, shall be the responsibility of the physiotherapist, in accordance with the health regulations in force.

In the event of non-compliance, or should the Patient suffer any direct, indirect, personal, moral or material damage as a result of the Treatment prescribed by the Professional, the Professional shall be solely liable, holding DYCARE harmless and indemnified from any liability in that regard.

Administrator

The Administrator warrants that the Platform is fit for its intended purpose as a Class IIa software medical device (MDSW) bearing the CE marking under Regulation (EU) 2017/745 (MDR), and that its artificial intelligence components comply with the applicable obligations of Regulation (EU) 2024/1689 (AI Act) for limited-risk AI systems. The Administrator warrants that it will comply with the applicable EU and national legal requirements during the period in which it remains active.

Service life and maintenance of the platform

The Platform shall be deemed to remain active where a maintenance update has been carried out within the last twelve months to ensure the security and proper functioning of the Platform. To check when the latest version was

released, you may consult "About ReHub®". Once a period of twelve months has elapsed since the last version without any maintenance having been carried out, the Platform shall be deemed obsolete and the User must stop using the Platform. The Administrator shall in any event make reasonable efforts to notify Users, by email or through a notification on the Platform, thirty (30) days in advance, of the Platform's obsolescence. Any use once the platform is obsolete shall be at the User's own risk and responsibility; the Administrator shall under no circumstances be liable for the malfunctioning of the Platform, and no technical support shall be provided. The Administrator reserves the right, at its sole discretion, to migrate all Users to the new platform replacing the obsolete Platform or, where applicable, to deactivate the Platform once it becomes obsolete. As a patient, you may request deactivation of your account, as well as the deletion of any information that may be considered private, at any time by sending an email or contacting your rehabilitation professional.

Interoperability

The Administrator makes available to its clients the information necessary regarding the compatibility and interoperability of the Platform in the User Manual available on the Website and the Platform. Such information may be updated occasionally, and Users are invited to review it regularly. If outdated technologies, outdated applications or obsolete terminals are used, the User may not be able to use the Platform or the Service in full. In the event of updates to operating systems, browsers or any application that may affect the Platform, the Administrator shall have a reasonable period, of no less than six (6) months, to make the Platform compatible with such update.

To the extent permitted by law and save as otherwise provided in these General Terms, the Administrator warrants that the Platform is provided "as is", in accordance with widely recognised commercial and regulatory standards. To the extent permitted by law, the Administrator does not represent or warrant that the Platform: (i) meets or may meet the User's expectations regarding purpose, quality, or fitness for any particular purpose; (ii) is compatible with the User's systems; or (iii) that the tool will always be available, completely error-free, or that all information provided will be completely accurate. In such cases, the User may not assert any right to compensation for damages and/or warranty claims against the Administrator.

No advice or information, whether oral or written, obtained by the User through the Service, the Platform or the Professional or Referring Centre, none of whom act on behalf of or as representatives of the Administrator in any case, shall be considered a representation or warranty.

To the extent permitted by law, the Administrator shall not be liable for any loss of data or other content, malfunction, error, accident or other adverse effects that may arise from the User's use of the Service or the Platform.

To the fullest extent permitted by law, the Administrator is released from any type of damage, loss, liability or contingency arising from the User's use of the Platform and/or Service.

The Administrator acts as an intermediary between Professionals and Patients. Professionals are responsible for providing appropriate advice and rehabilitation services to the Patient, the Administrator not intervening in any way in any stage of such advice or rehabilitation service. DyCare does not, under any circumstances, draw conclusions or issue diagnoses relating to the limitation of Patients' functional capacity. Likewise, DyCare shall under no circumstances be liable for the treatment or diagnosis issued by the Professional, nor for any conduct of the Professionals that may cause any harm to Patients.

Administrator – Comprehensive Service

Where, in accordance with the Centre Agreement of your Referring Entity, DyCare provides a Comprehensive Service, making the Platform and the Professionals available to the Patient, the provisions of the Centre Agreement regarding warranty and liability shall apply. Failing that, the provisions of these General Terms shall apply.

With respect to the physiotherapists made available by DyCare, DyCare shall be responsible for ensuring that the physiotherapists on the medical panel hold the required qualifications, professional College registration and professional liability insurance ("Access Requirements"). The physiotherapist must act with the diligence required under the lex artis. Should the actions carried out by the physiotherapist give rise to direct or indirect, personal, moral or material damage to a Patient, the Patient may bring liability claims against the physiotherapist. DyCare

shall not be liable for the conduct of Professionals that may cause any harm to Patients, unless the physiotherapists failed to comply with the Access Requirements.

The Parties acknowledge and accept that the Services do not, under any circumstances, include a medical diagnosis, medical assistance, emergency assistance or the issuing of medical prescriptions.

Artificial Intelligence System and human oversight

The Platform incorporates a limited-risk AI system (in accordance with Article 50 of the AI Act) for the analysis of movement and the estimation of the Patient's functional progress. The system is deterministic and operates with previously validated and frozen models: it does not learn from usage data, is not retrained, and its behaviour is reproducible. The system's outputs constitute supporting information. Clinical decision-making, diagnosis, prescription of the treatment and its interpretation remain the exclusive responsibility of the Professional (human oversight). The system does not make automated decisions with legal effects on the Patient within the meaning of Article 22 of the GDPR.

15. Partial invalidity

Should any Clause of these General Terms be declared invalid, the remaining Clauses shall remain in force and shall be interpreted taking into account the intention of the parties and the purpose of these General Terms.

16. Modification of the General Terms

The Administrator reserves the right to modify or update, in whole or in part, these General Terms at any time. The Administrator shall notify the User of any change or update to these General Terms through the Platform, where a notice will appear that must be accepted in order to continue using the Platform. If the User does not object to the modified terms and conditions within two (2) weeks of the publication of the new terms on the Platform, the terms and conditions shall be deemed accepted and shall take effect at that time. Should the User wish to object, they must send a written objection to the Administrator. In the event of a timely objection, the contractual relationship shall be deemed terminated on the day before the new terms take effect. The latest version of the General Terms shall always be available on the Platform in a visible and freely accessible location. Please make sure to check for updates to the General Terms each time you use the Platform and/or Service. In any event, acceptance of the General Terms shall be a prior and indispensable step to contracting the Service.

It should also be noted that some of the terms or conditions specified below may be repealed and replaced by other specific provisions relating to specific functionalities and content of the Service, which may even be subject to payment.

17. Assignment of rights and obligations and subcontracting

The User may not assign and/or transfer the rights and obligations relating to these General Terms without the Administrator's prior express written authorisation.

The Administrator reserves the right to subcontract other individuals or legal entities in order to carry out the obligations arising from these Terms.

18. Communications between the Administrator and the User

All communications between the Administrator and the User relating to these General Terms shall be made by email and in accordance with the communication procedures set out in these General Terms for each particular case.

For all other cases not expressly regulated in these General Terms, communications that the User intends to send to the Administrator shall be sent to the email address support.rehub@dycare.com, always in writing and by means of a system that can evidence the content and receipt of the relevant communication by the Administrator.

Communications made by the Administrator to the email address provided by the User shall be deemed valid. The User shall be responsible for keeping their information updated at all times, and must notify support.rehub@dycare.com of any change to their personal data registered on the Platform.

19. Applicable law and disputes

These General Terms are governed by Spanish law.

For the resolution of any judicial dispute arising from the interpretation and/or performance of these General Terms, the parties, waiving any other general or special jurisdiction that may apply to them, submit to the Courts and Tribunals of Barcelona. However, should either party qualify as a "Consumer" under Royal Legislative Decree 1/2007, of 16 November, approving the recast text of the General Law for the Defence of Consumers and Users, the above submission clause shall not apply, and the applicable jurisdiction shall be the one corresponding to them at any given time based on such status.