

Terms and Conditions of Use — 8 PER TE App

Last updated: June 27, 2026

These Terms and Conditions of Use (the "Terms") govern the use of the progressive web app (PWA) **8 PER TE** available at <https://app.8perte.com> (the "App") and the access to the digital postural exercise program delivered through it.

Accessing and using the App means full acceptance of these Terms. If you disagree with any clause, please do not use the service.

1. Service provider

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2. Subject of the service

8 PER TE is a digital postural exercise program structured over 8 weeks, lasting approximately 8 minutes a day, accessible exclusively through the App. The program includes:

- 1 daily routine for each of the 8 weeks (total 8 routines);
- theoretical insight content;
- guided audio meditations (Spreaker podcasts);
- recording of progress and adherence to the program.

The 8 PER TE program is NOT medical advice, NOT a medical treatment, and does NOT replace the opinion or intervention of a qualified healthcare professional. Users must consult their doctor before starting any physical activity program, especially in the presence of pathologies, pain, or pre-existing conditions.

3. Access modalities

3.1 Free trial — Week 1 free

Upon registration, the user obtains free access to **Week 1** of the program for 7 days from the registration date. No payment card is required. No automatic renewal is provided.

3.2 Purchase of a single Week

The user can unlock a single week of the program (from 2 to 8) for **€19.00** (VAT included). The purchase:

- is one-time, with no automatic renewal;
- grants access to that single week for **12 months** from the purchase date;
- **does NOT include** the Method Guarantee (see art. 6);
- can be repeated for multiple weeks, with a progressive discount if the user later decides to switch to the full Pack (see art. 3.4).

3.3 Purchase of the 8-week Pack

The user can purchase the entire program for **€88.00** (VAT included). The purchase:

- is one-time, with no automatic renewal;
- grants access to all 8 weeks for **12 months** from the purchase date;
- **includes the Method Guarantee** (see art. 6).

3.4 Upgrade from single weeks to Pack

If the user has already purchased one or more single weeks and later decides to buy the Pack, the Pack price is discounted by **€11.00 for each single week already owned**. Example: 2 single weeks already purchased → Pack at €66.00 (= 88 – 22).

3.5 Access duration and deactivation

Access to purchased content (single week or Pack) has a contractual duration of 12 months from the date of each purchase. Upon expiry of the 12 months, access to the relevant content is automatically deactivated, with no charge or renewal. Progress and account data are retained in accordance with the Privacy Policy, and to reactivate access to the content the user must make a new purchase.

3.6 Payment

Payments are processed by Stripe Payments Europe Ltd (Ireland) as the payment processor. The service provider does not collect or store payment card data. The transaction is in Euros (EUR), VAT included according to the Italian VAT rate.

4. User account

4.1 Registration

To access the App, users must register providing first name, last name, email address, and a personal password. Users warrant the truthfulness of the data provided.

4.2 Email verification

Users must verify their email address by clicking the link sent upon registration. After **7 days** without verification, access to the App is suspended until the address is confirmed, for account security reasons and to prevent fraudulent accounts. Failure to verify **does not extend or suspend** the 7-day free trial (art. 3.1), which runs from the registration date in any case.

4.3 Credentials

The user is responsible for safeguarding their credentials and any activity carried out under their account. Transferring, sharing, or assigning access to third parties is prohibited.

4.4 Cancellation

The user can request account cancellation at any time by writing to info@8perte.com. Cancellation entails removal of all personal data (see Privacy Policy) and loss of access to purchased content.

5. Program adherence

The App measures two distinct adherence metrics, visible to the user in the "Progress" section:

5.1 Program Adherence (motivational)

Counts the **number of distinct days** in which the user has completed **at least one routine** from the catalog. It serves to encourage users who have skipped days and wish to catch up. **This metric does NOT determine** the right to a refund.

5.2 Guarantee Adherence (strict)

Counts the **number of distinct days** in which the user has completed **the specific routine of the program week of that day**. This is the metric that certifies compliance with the method sequence (Reset → Chest → Hips → Cervical → Feet → Stability → Breath → Consolidation). **This is the binding metric for the Method Guarantee.**

5.3 Technical definition of "completed routine"

A routine is considered completed when the user has watched **at least 88% of the video at normal speed**. The App tracks the time actually viewed, automatically excluding any fast-forward scrubbing: seconds not actually watched do not count. A day counts as "done" if the user has completed at least one routine on that calendar day (Europe/Rome timezone, 00:00–23:59).

For the purpose of verifying the requirements for the Method Guarantee, only the technical completion data recorded and stored on the App's servers are authoritative. User self-certifications or external evidence not verifiable by the system (such as, by way of example, screenshots or screen recordings of the user's device) will not be accepted.

5.4 Day count start

The count of the 56 program days starts from the **date of the user's first effective workout** (the date they complete their first routine at $\geq 88\%$) and not from the purchase date. If the user purchases but never starts, the program does not begin.

6. Method Guarantee

6.1 What it is

The **Method Guarantee** is a commitment by the service provider to fully refund the price of the **8-week Pack** to a user who, having followed the method as prescribed, perceives no benefit at the end of the program.

6.2 Inclusion

The Guarantee is included **exclusively in the 8-week Pack (€88)**. It is not included in single-week purchases (€19) or in the free trial.

6.3 Refund conditions

The user is entitled to a full refund of the Pack (€88) if, jointly:

1. they have achieved a Guarantee Adherence (art. 5.2) **of at least 49 days out of 56** ($\geq 87.5\%$ of the program);
2. at the end of the 56th day from the first workout, they declare they perceive no improvements;
3. they submit the refund request within **14 days** of the end of the program (day 56), writing to info@8perte.com.

6.4 Exclusions

The following are explicitly excluded from the Guarantee:

- single-week purchases (€19);
- accounts in free trial (no payment, nothing to refund);
- requests submitted more than 14 days after the program ends;
- requests with Guarantee Adherence below 49 days: in this case the method was not tested as intended.

6.5 Refund procedure

Following the request, the provider verifies the requirements by consulting the adherence data recorded by the App. If positive, the refund is issued within **14 business days** from the receipt of the request, using the same payment method used for the purchase (Stripe).

7. Right of withdrawal (EU consumers)

Pursuant to art. 52 of the Italian Consumer Code (Legislative Decree 206/2005) and Directive 2011/83/EU, the consumer user has the right to withdraw within **14 days** of the purchase, without obligation of justification.

Exception (loss of withdrawal for digital content): pursuant to art. 59(1)(o) of the Consumer Code, the right of withdrawal **does not apply** to the supply of digital content not provided on a tangible medium where execution has begun with the user's express consent and with their acknowledgment that, in such case, they will lose the right of withdrawal. Specifically:

1. at checkout the user gives **express consent** to the immediate execution (delivery) of the content, by means of a dedicated checkbox, declaring awareness that they will lose the right of withdrawal;
2. the loss of the right of withdrawal takes effect **from the moment the user actually starts playing the first paid content**; until that moment, withdrawal may still be exercised within 14 days by writing to info@8perte.com ;

3. the provider sends the user, **on a durable medium (email)**, confirmation of the contract and of the consent given to early execution, with the consequent loss of the right of withdrawal.

This waiver **does not affect** the Method Guarantee, which remains valid under the conditions of art. 6.

8. Intellectual property

All content of the App (videos, audio, texts, graphics, "8 PER TE" trademark, logo) is the exclusive property of the provider or third-party licensors (e.g. Vimeo for video infrastructure, Spreker for audio). Reproduction, distribution, modification, or commercialization of the content without written authorization is prohibited.

9. Limitation of liability

The 8 PER TE service has an informational and postural-wellbeing purpose and **does not constitute medical advice or treatment** (art. 2). To the maximum extent permitted by applicable law, the provider is not liable for injuries or damages arising from:

- incorrect performance of the proposed exercises;
- pre-existing physical conditions or pathologies not disclosed or not assessed by a physician;
- failure to comply with the obligation to consult a physician before starting the program (art. 2);
- temporary service interruptions due to maintenance, updating, or force majeure;
- illegal behavior by third parties (e.g. fraudulent use of another's account).

In any event, the provider's liability remains unaffected in cases of wilful misconduct or gross negligence, as well as for personal injury resulting from an act or omission attributable to the provider, which the law does not allow to be excluded or limited.

10. Changes to the Terms

The provider reserves the right to modify these Terms. Changes apply to **new purchases** made after the date indicated at the bottom ("Last updated"). For users with already active access, the conditions accepted at the time of purchase — including the 12-month duration (art. 3.5) and the Method Guarantee (art. 6) — **remain unchanged until the 12 months of the current access expire**, save for changes required by law, by an order of the authorities, or by compelling technical security reasons. In such cases the user is informed via email and, where the changes substantially prejudice them, may withdraw at no cost.

11. Applicable law and jurisdiction

These Terms are governed by Italian law. For disputes with users qualifying as "**consumers**" under the Italian Consumer Code, the court of the consumer's place of residence or domicile, if located within Italy, has mandatory jurisdiction. For all other users (e.g. VAT-registered persons purchasing for professional purposes), the **Court of Bologna** shall have exclusive jurisdiction.

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