



# MEMBERSHIP AGREEMENT

“Momento 0 Starter 12 months” program

Between

OLTRE PROJECT SRL, with registered office in Via Fontana Angelica, 1 – 83031 Ariano Irpino (AV), VAT number/Tax ID number 03206010641, REA AV-309391, PEC: oltreprojectsrl@pec.it, in the person of its sole director Dr. Despina Zoura (born in Athens on 28/05/1973, Tax ID number ZRODPN73E68Z115H, resident in Pagani (SA), Via Mannara 18 – 84016, Greek citizenship);

And

Mr./Ms. \_\_\_\_\_, born in \_\_/\_\_/\_\_\_\_, CF \_\_\_\_\_  
resident in \_\_\_\_\_,  
\_\_\_\_\_

jointly, the “Parties”.

## Art. 1 – Object

The Client joins the “Momento 0 Starter 12 months” program, aimed at improving psychophysical health, cellular reprogramming and reducing biological age, including:

- first medical evaluation visit with periodic check-ups;  
Creation of a strictly personalized nutrition, training and supplement plan;
- 2 monthly personal training sessions for each change in training program;
- 1 weekly “Movement & Mobility” group session;
- periodic check-ups with changes to the meal plan.
- Group events and connection activities

## Art. 2 – Duration

The contract has a duration of 12 (twelve) months from signing.

Suspension of the course is permitted for serious, documented reasons for up to one month, with a corresponding extension of the deadline.

## Art. 3 – Price and payment methods

The total cost of the course is €1,980.00 including VAT.

Payment must be made exclusively by bank transfer to the following account:

IBAN: IT22Y0306909606100000175084

Made out to: OLTRE PROJECT SRL

The Customer can choose:

- payment in a single solution at the time of subscription; or
- payment in 12 monthly installments of €165.00 (VAT included) each.

Deferred payment does not incur interest or additional charges: the sum of the installments equals the total price. The customer is only responsible for any fees charged by their bank.

In the event of late payment, default interest will accrue at the legal rate pursuant to art. 1284 of the Italian Civil Code, in addition to documented collection costs, and the Customer will forfeit the benefit of the deadline pursuant to art. 1186 of the Italian Civil Code, with the Company having the right to request immediate payment of the remaining balance.

## Art. 4 – Right of withdrawal

If the contract is concluded remotely or outside the Company's premises, the Customer-consumer may withdraw within 14 (fourteen) days of signing without penalties, pursuant to Articles 52 et seq. of the Consumer Code.

The withdrawal must be exercised by written communication sent within the indicated deadline, alternatively:

- by registered mail with return receipt to the Company's registered office address;
- via certified email to [oltreprojectsrl@pec.it](mailto:oltreprojectsrl@pec.it);
- by email with a read receipt to [info@oltreproject.it](mailto:info@oltreproject.it).

For the purposes of compliance with the deadline, the date of dispatch of the communication will be valid.

The Company will refund the Customer all sums already paid within 14 days of receiving the notice of withdrawal, using the same payment method used by the Customer, unless otherwise agreed.

## Art. 5 – Early termination

In the event of early termination not justified by serious health reasons, the Customer will have to pay:

- the amount relating to the monthly payments already enjoyed; and
- a penalty equal to 50% of the residual amount.

The Customer may avoid the penalty by transferring the contract to a family member or friend, only once, with the Company's written consent. The transferee will be required to pay for a new initial visit at the cost indicated in Article 3.

In the event of default by the Customer, the Company may proceed with the judicial recovery of the credit.

## Art. 6 – Customer Obligations

The Customer undertakes to:

- schedule sessions in advance;
- strictly respect the established times;
- communicate any cancellations or schedule changes at least 5 hours in advance;
  
- communicate any absences at least 24 hours in advance (max 1 make-up per month within the same month);
- undergo periodic check-ups with Dr. Zoura;
- adhere to nutritional and training recommendations.

Suspension of the course is permitted for serious documented reasons up to a maximum of 1 month.

The Company undertakes to provide the Client with the means suitable for pursuing the objectives, but does not guarantee the results, which depend on personal commitment, health conditions and lifestyle.

## Art. 7 – Renewal

Upon expiration, the contract is automatically renewed for a further 12 months unless the Customer cancels by sending a registered letter with return receipt to the Company's headquarters with at least 3 months' notice.

## Art. 8 – Withdrawal of the Company

The Company may withdraw and refund any unearned sums in the event of a subsequent impossibility to provide the services or due to conduct contrary to fairness and good faith on the part of the Customer.

## Art. 9 – Competent Court

If the Customer is a consumer: exclusive jurisdiction of the place of residence or domicile.  
If you are not a consumer: exclusive jurisdiction of Nocera Inferiore.

## Art. 10 – Processing of personal data

The Company is the data controller pursuant to EU Regulation 2016/679 (GDPR). Data is processed for contractual and legal purposes; with prior consent, also for promotional communications.  
Contact details: PEC [oltreprojectsrl@pec.it](mailto:oltreprojectsrl@pec.it) – email [info@oltreproject.it](mailto:info@oltreproject.it)

## Art. 11 – Specifically approved clauses

Pursuant to Articles 1341-1342 of the Italian Civil Code, the Client specifically approves the following clauses: Article 3 (payment methods and interest; deduction for consultancy and first visit), Article 4 (withdrawal), Article 5 (50% penalty, assignment and judicial recovery), Article 6 (obligations and exclusion of guarantee of results), Article 7 (tacit renewal), Article 9 (competent court).

Place/Date \_\_\_\_\_

For OLTRE PROJECT SRL \_\_\_\_\_

Dr. Despina Zoura

The Client \_\_\_\_\_



EXPERIENCE