



Terms and Conditions for the use of the K-Fans APP (“K-Fans APP Terms and Conditions”)

Introduction

These K-Fans APP Terms and Conditions constitute the agreement between the User and K-Sport regarding the use of the K-Fans APP operated by K-SPORT World S.r.l. (“K-Sport”).

By registering and accessing the K-Fans APP, Users fully accept the terms and conditions below, as well as the related Privacy Policy.

The User who accepts or agrees to comply with these K-Fans APP Terms and Conditions on behalf of a company or other legal entity declares and warrants that they have the authority to bind such a company or legal entity to these K-Fans APP Terms and Conditions, and in such an event, the User will be understood to mean that company or legal entity.

Registration is necessary to use all the interactive features available on the K-Fans APP.

Additional conditions and policies may apply to specific services or features of the K-Fans APP that are made available to the User or if the K-Fans APP is used for commercial or business purposes. The main ones, which the User should be aware of and are part of these Terms, are listed below for informational purposes:

- Wearable K-Fans Purchase Terms and Conditions

Minimum Age Access to and use of the K-Fans APP is permitted for Users aged 8 or older.

Minors may access and use the K-Fans APP with the authorization of a parent, guardian, or legal representative who assumes full responsibility for the minor's activities on the K-Fans APP.

Upon creating an account for the minor, the parent/guardian/legal representative confirms that they have read, understood, and accepted all the terms of use on behalf of the represented minor.

Terms and Conditions

1. Definitions

· “Wearable K-Fans”: includes the wearable devices produced and sold by K-Sport that collect the User’s sports performance data (“K-AI K-Fans Device”) (such as, for example: distance, distance per minute, energy expenditure, high-speed distance, high-acceleration distance, high-deceleration distance, high-power distance, % high-speed distance, % high-acceleration distance, % high-deceleration distance, % high-power distance, average metabolic power, equivalent distance per minute, % equivalent distance, % anaerobic expenditure, game intensity), as well as the technical fabric vest with support for the K-AI Device (“Vest”);



- “Vest”: the technical fabric vest with support for the K-AI Device; · “Consumer”: refers to a consumer or user as defined by art. 3, paragraph 1, letter (a) of Legislative Decree 206/2005 (Consumer Code); · “Content”: any and all content of the K-Fans APP, including trademarks, service marks, and logos, as well as the software, HTML / Flash, and any other type of code used on the K-Fans APP;
- “K-Sport”: K-SPORT WORLD S.R.L., with its registered office at Via Fratelli Zuccari 3/A, 61023 Fano, tax code and VAT number: 02758950410, registered with the Pesaro Companies Register under number PS-276498, with a share capital of € 125,000.00;
- “K-Fans APP”: a downloadable application from dedicated stores where, among other things, the consumer can view data collected by the Wearable K-Fans, collect points, compete with other Users or Providers, and get in touch with Agents and Scouts;
- “Service”: the data-sharing service on the User’s dashboard, as well as all other services provided by K-Sport under each subscription plan available on the K-Fans APP;
- “Users”: those acting on the K-Fans APP through a personal account (“Account”);
- “Consumers”: individuals who act on the K-Fans APP for purposes not related to their commercial, business, or professional activity, who create an account on the K-Fans APP;

2. The K-Fans APP

2.1 The K-Fans APP allows Users to view data collected through the Wearable K-Fans and to compete with other Users on the K-Fans APP by participating in Challenges and ranking in the Championship Leaderboards they are part of.

2.2 By participating in Challenges, the User can collect digital points, which, under certain conditions, can be converted into prizes as specified in the relevant regulations available on the K-FANS APP.

2.3 Further information about how Challenges, Championships, and Leaderboards work is available on the K-Fans APP.

3. Contract Subject and Access to the K-Fans APP

3.1 These K-Fans APP Terms and Conditions govern the use of the K-Fans APP by Users and the enjoyment of Services and Content through the K-Fans APP.

3.2 After registering as a User and activating their Account, K-Sport grants permission to use the K-Fans APP as set forth in these K-Fans APP Terms and Conditions, provided that the User: · does not copy or distribute any part or information of the K-Fans APP or its Content in any form without prior written authorization from K-Sport; · does not copy, download, or share any proprietary data, videos, or other information from the K-Fans APP or other Users that are not directly related to them; · does not alter or modify any part of the K-Fans APP except as reasonably necessary to use the K-Fans APP as intended in these K-Fans APP Terms and Conditions; · does not use third-party software, code, or hardware to alter or modify any part of the K-Fans APP and/or its core mechanisms.



3.3 If the User disagrees with any part of these K-Fans APP Terms and Conditions and/or the related Privacy Policy, they must stop the registration process. If the User is already registered, they may delete their Account using the function in the Settings section. Use of the K-Fans APP in violation of these K-Fans APP Terms and Conditions may result in K-Sport removing the User's Account and/or taking any necessary legal action.

4. User Account

4.1 To access all the features of the K-Fans APP, the User must register and activate an Account by providing accurate and up-to-date information about themselves (such as the date of birth). Unauthorized use of another User's Account is prohibited and constitutes a violation of the law. When registering the Account, the User must provide accurate and complete information. The User is solely responsible for the activity that occurs on their Account and must keep their Account credentials confidential. The User is also responsible for any activity performed through their Account by third parties. Therefore, the User must immediately notify K-Sport of any unauthorized use of their password or Account or any other potential security breach.

4.2 It is the responsibility of each User to obtain the necessary data network to use the K-Fans APP and related Services. Each User is responsible for acquiring and installing updates for the K-Fans APP through compatible devices necessary to access and use the K-Fans APP and Services.

5. Payment and Payment Methods

5.1 The basic features of the K-Fans APP are provided for free. However, we give our Users the option to access exclusive Services through the subscription of paid plans, as described in the relevant section of the K-Fans APP.

5.2 By purchasing a subscription plan and requesting the execution of the relevant contract and the provision of the related digital content, the User acknowledges that they lose the right of withdrawal pursuant to Article 59 of the Consumer Code.

5.3 To use the paid subscription plan, the User must have access to the Internet and a compatible device with the K-Fans APP. The User must also pay the due fee through the "Stripe" payment method. Unless the User cancels their paid subscription plan before the billing date, the User authorizes K-Sport to charge them for the next billing cycle's subscription fee via "Stripe" (see Art. 11 "Right of Withdrawal" below).

6. Billing and Taxes

6.1 Billing cycle. If the User has purchased a paid subscription plan, the relevant fee will be charged via "Stripe" on the payment date indicated in the "Account" page. The duration of the billing cycle will depend on the type of paid subscription plan chosen. In some cases, the payment date may vary, for example, if the charge was unsuccessful, if you change your subscription plan, or if your paid subscription started on a non-existent day in a particular month.

6.2 Price and subscription plan changes. From time to time, we may modify the content of our subscription plans and their price. Cost factors that affect our service price include production costs, technical support and distribution costs, customer service costs, and other administrative or general costs, as well as taxes, duties, and state contributions. We will send you a notification at least 30 days before the price change or modification.



of your subscription plan comes into effect. If you do not wish to accept the price or subscription plan change, you can cancel your subscription before the change takes effect.

7. Legal Guarantee

7.1 K-Sport will be liable to the User for any lack of conformity that appears within two years from the time of provision. Any action to assert defects existing at the time of provision and not fraudulently concealed by K-Sport shall be prescribed in any event within 26 months from that time, provided they become evident within that period.

7.2 In the event of a lack of conformity in the Service, the User has the right to have the conformity restored or to receive a proportionate reduction in price, or to terminate the contract based on the conditions outlined below.

7.3 The User has the right to have the Service restored to conformity unless this is impossible or imposes disproportionate costs on K-Sport, taking into account all the circumstances, including: (i) the value the digital content or digital service would have in the absence of the lack of conformity; and (ii) the significance of the lack of conformity.

7.4 K-Sport will restore the Service to conformity within a reasonable period from the time it was informed by the User of the lack of conformity, at no cost and without significant inconvenience to the User.

7.5 The User is entitled to a proportionate reduction in price in one of the following cases: (i) it is impossible or disproportionate to restore the conformity of the Service; (ii) K-Sport has not restored the conformity of the Service; (iii) a lack of conformity appears, despite K-Sport's attempt to restore the Service's conformity; (iv) the lack of conformity is so severe as to justify an immediate price reduction or contract termination; or (v) K-Sport has declared, or it is clearly evident from the circumstances, that it will not restore the Service's conformity within a reasonable time or without significant inconvenience to the consumer.

7.6 The price reduction is proportional to the decrease in the value of the Service provided to the consumer compared to the value it would have had if it had been compliant. The price reduction applies to the period during which the Service was non-compliant.

7.7 The User is not entitled to terminate these K-Fans APP Terms and Conditions if the lack of conformity is minor. The burden of proof that the lack of conformity is minor rests with K-Sport.

8. Intellectual Property

8.1 The Content available on the K-Fans APP is the property of K-Sport, protected by copyright, registered as protected intellectual property under international treaties, or otherwise licensed to K-Sport and generally protected by intellectual property rights as provided in this article. No Content may be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose without the prior written consent of K-Sport or as expressly provided in these K-Fans APP Terms and Conditions.



8.2 K-Sport reserves the right, at its sole and absolute discretion, to monitor, modify, prohibit, or remove any Content at any time, without notice, for any reason.

8.3 Except as provided in section 8.1 above, all sections and Content of the K-Fans APP may be subject to copyright and other intellectual property rights under Italian law, including Law 22 April 1941, No. 633, and Legislative Decree 10 February 2005, No. 30.

8.4 The User agrees not to use, copy, or distribute any Content, except as expressly permitted in these K-Fans APP Terms and Conditions, for any purpose, to the maximum extent permitted by applicable law. When downloading or printing a copy of the Content using the provided links/functions and in the allowed formats for personal use, the User must retain all copyright notices, proprietary notices, and digital rights management systems and/or watermarks contained therein. Users' behavior must comply with these K-Fans APP Terms and Conditions and, more generally, with applicable law. Actions (copying, downloading, printing, transcoding, creating derivative works, etc.) not expressly authorized or contrary to these K-Fans APP Terms and Conditions will be prosecuted under the law.

9. User Warranties and Responsibilities

9.1 The User is solely responsible for all their activities on the K-Fans APP. 9.2 The User agrees not to use or launch any automated system, including, without limitation, "robots," "spiders," "auto-fill form scripts," or similar technological devices or programs to access, perform scraping, crawling, or spidering of web pages or other Services contained in the K-Fans APP.

9.3 The User is prohibited from using or launching programs or scripts to extract, index, analyze, or otherwise obtain data from any part of the Professional Service or excessively burden or impair the operation and/or functionality of any aspect of the Service; or attempting to gain unauthorized access to or compromise any aspect of the Service or its systems or networks.

9.4 The User must also adopt adequate security measures and install an antivirus program to protect their systems and access to the K-Fans APP.

9.5 The User is strictly prohibited from sharing and/or allowing third parties to use their Wearable K-Fans. Violation of this prohibition, in addition to any potential criminal liability, constitutes illegal activity against K-Sport and its Users. Such illegal conduct will result in the immediate termination of the contractual relationship with K-Sport, the suspension of the User's Account associated with the illicitly used Wearable K-Fans, and compensation for any damages suffered by K-Sport.

10. K-Sport's Warranties and Responsibilities

10.1 Before downloading the K-Fans APP, the User declares that they have verified, under their own responsibility, and following specialist medical consultations, that their physical and mental health is suitable for using the Wearable K-Fans. K-Sport is not a medical organization and does not provide medical advice, consultancy, or diagnoses. The Wearable K-Fans are not medical devices, and therefore, no data processed by the Wearable K-Fans may be interpreted as medical advice, consultancy, or diagnosis. It is the User's responsibility, if deemed necessary or appropriate, to obtain the opinion of a specialized physician who can



evaluate the User's specific case regarding the use of the Wearable K-Fans and/or the data collected through them.

10.2 K-Sport is not responsible for the User's failure to achieve the desired results when they choose to download the K-Fans APP.

10.3 K-Sport cannot be held liable for any damage that may result to the User or their computer due to improper use of the K-Fans APP and Services.

10.4 K-Sport and/or the Provider shall not be responsible, respectively, for interruptions in access to the K-Fans APP or the Service that are not directly attributable to them, except in cases of fraud, gross negligence, or violations of obligations arising from public policy norms.

10.5 If K-Sport becomes aware of illegal or harmful content posted by the User on the K-Fans APP, K-Sport will immediately and at its discretion remove it.

11. Right of Withdrawal

11.1 The User may withdraw from the contract for the use of the Services within 14 days without providing any justification. After this period, the User who is no longer interested in using the Services can terminate the Services at any time (i) by selecting the corresponding function in the dedicated section of the K-Fans APP or (ii) by deleting their Account. In both cases, the withdrawal will be effective from the end of the following month, and the User will not receive any refund for any amounts already paid. If the selected plan involved discounts or more favorable economic conditions linked to a minimum term of the subscription, and the User withdraws before the expiration of this minimum term, the User will be required to pay the difference between the full price of the package and the discounted price of the same package for the months enjoyed up to the effective date of the withdrawal.

11.2 Upon account deletion, the performance-related data previously stored will be permanently deleted after [30] days from the cancellation request and cannot be recovered in any way. This deletion is irreversible.

11.3 Notwithstanding the above, the User will have the right to recover their Account and the related performance data until the end of the period already paid for and, in any case, within 30 days of the cancellation request.

12. Changes to the K-Fans APP Terms and Conditions

12.1 Except as provided in Article 6.2 above, K-Sport may modify these K-Fans APP Terms and Conditions or the K-Fans APP only if necessary for market or business changes, providing Users with at least 30 days' notice and ensuring that Users have the right to withdraw at any time if they do not agree with such changes. After this notice period, the continued use of the K-Fans APP and/or Service will constitute implicit acceptance by the User of the modified K-Fans APP Terms and Conditions.

12.2 In particular, the reasons we may make changes to these K-Fans APP Terms and Conditions or to the K-Fans APP are: (i) developments beyond our reasonable control; (ii) legislative changes; (iii) modifications



made to the K-Fans APP in the context of the normal development of our product; (iv) adaptation to new technologies; (v) response to variations in the number of people using the K-Fans APP or any feature of the K-Fans APP; or (vi) the need to address security issues.

13. Governing Law and Jurisdiction

13.1 These Terms and Conditions are governed by Italian law. Any dispute relating to these K-Fans APP Terms and Conditions will be submitted to the competent judge of the place of residence or elected domicile of the User if they are a consumer. Any disputes with Users who are not considered consumers will be submitted to the jurisdiction of the Court of Reggio Emilia.

14. Complaints and Dispute Resolution

14.1 If the User is a Consumer, this Article 14 will apply.

14.2 If a User has submitted a complaint to K-Sport but has not been able to resolve it, and if the User resides in the European Economic Area and is dissatisfied with how K-Sport or the Provider handled their complaint, the User may use the European Commission's ODR platform (Online Dispute Resolution) (<http://ec.europa.eu/consumers/odr/>) to submit a complaint and seek to resolve the dispute.

15. Privacy

15.1 The protection and processing of your personal data will be carried out in accordance with the Privacy Policy available at www.k-fans.com.

16. Contact

16.1 For any questions regarding the K-Fans APP and the Services contained therein, you can contact our Customer Service by sending an email to: help@k-fans.com.

K-Sport World Srl, Via Mengoli 23, 61122, Pesaro, PI: 02758950410

<http://ec.europa.eu/consumers/odr/>

<http://www.k-fans.com>