



Contract for the purchase of Wearable K-Fans through the K-Fans APP
(“Terms and Conditions for the purchase of Wearable K-Fans”)

Premise

This document sets the terms and conditions related to the sale, through the K-Fans app ("K-Fans APP"), operated and managed by K-SPORT World S.r.l., of Wearable K-Fans (as defined below).

The User (as defined below) who accepts these Terms and Conditions of purchase of Wearable K-Fans on behalf of a company or another legal entity declares and guarantees to have the power to bind such company or legal entity to these Terms and Conditions of purchase of Wearable K-Fans, and as such, this User shall be deemed to represent said company or legal entity.

By purchasing a Wearable K-Fans product, the User fully accepts these Terms and Conditions of purchase of Wearable K-Fans.

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 Fans Device”) (such as, for example: distance, distance per minute, energy expenditure, high-speed distance, high-acceleration distance, high-deceleration distance, high-power distance, percentage high-speed distance, percentage high-acceleration distance, percentage high-deceleration distance, percentage high-power distance, average metabolic power, distance equivalent per minute, percentage distance equivalent, percentage anaerobic expenditure, game intensity), as well as the technical fabric vest supporting the K-AI Device (“Vest”);
- **“Vest”**: The technical fabric vest that supports the K-AI Device;
- **“Consumer”**: 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 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 in the Pesaro Business Register with number PS-276498, share capital €125,000.00 fully paid;
- **“K-Fans APP”**: An app available for download from dedicated stores, where users can view data collected from Wearable K-Fans, earn points, compare themselves with other Users or Providers, and connect with Agents and Scouts;
- **“Professional Service”**: The data-sharing service available on the Provider’s dashboard, provided by the Provider to the User at the User’s request via the Platform;

- **“Provider”**: The professional football player or sports association offering their Professional Services for sale on the K-Fans APP;
- **“Users”**: Users who act on the K-Fans APP via a personal account (“Account”).

2. Object of the Contract and Access to the K-Fans APP

2.1 These Terms and Conditions govern the remote purchase of Wearable K-Fans by Users through the K-Fans APP.

2.2 To use the functionalities of Wearable K-Fans, it is necessary to use the K-Fans APP, which includes various subscription plans, some of which are paid, and whose use is governed by separate Terms and Conditions available below.

2.3 Through the K-Fans APP, the User can access the data collected by the Wearable K-Fans and, if desired, associate these data with additional paid Professional Services provided directly by the Providers.

2.4 If the User disagrees with any part of these Terms and Conditions for the purchase of Wearable K-Fans, the User must stop the purchase process.

3. Price

3.1 All prices for Wearable K-Fans indicated on the K-Fans APP are expressed in the buyer's local currency.

3.2 Unless otherwise indicated, the prices for Wearable K-Fans include VAT and all other applicable taxes but do not include the costs for additional services, which will be highlighted in the product description.

3.3 The prices applied are those indicated on the K-Fans APP at the time the User places their purchase order.

4. Purchase of Wearable K-Fans

4.1 Once the desired Wearable K-Fans has been selected and added to the cart, the K-Fans APP will prompt the User to make the payment. This request constitutes acceptance and conclusion of the contract with K-Sport. After the payment is made, the User will receive a confirmation of the contract, containing a summary of the essential features of the Wearable K-Fans purchased and its price.

4.2 If the Wearable K-Fans selected by the User on the K-Fans APP is no longer available at the time of receipt or fulfillment of the purchase order, K-Sport will promptly inform the User of the



unavailability of the Wearable K-Fans. K-Sport will refund the amounts already paid for that product without undue delay, and the sales contract will be considered terminated.

5. Shipping Methods

5.1 Wearable K-Fans will be shipped within 5 business days to the delivery address specified during the order process. Shipping costs will be indicated to the User upon entering the shipping address, before completing the purchase process. Delivery is only possible through the shipping services indicated during the order process. Personal product pickup or delivery to collection points is not available.

6 Payment and Payment Methods

6.1 Users purchase Wearable K-Fans by paying the related price directly to K-Sport.

6.2 The payment of the price of the Wearable K-Fans, as well as any applicable shipping, delivery, and additional fees, may be made directly through Stripe on the K-Fans APP. Under no circumstances will the User be charged more than the actual costs incurred by K-Sport concerning the chosen payment method.

6.3 If, for any reason, the charge of the amounts due from the User proves impossible, K-Sport will send a communication to the email address provided by the User, notifying the cancellation of the purchase order.

7. Invoicing and Taxes

7.1 Online sales to private customers without a VAT number do not require the issuance of an invoice. Additionally, there is an exemption from the issuance of an electronic receipt. However, the daily revenue from sales must be recorded in the revenue register by the next non-holiday day following the operation, with reference to the day of the transaction.

7.2 The User may request the issuance of an invoice during the purchase order. The invoice will be based on the information provided by the User when submitting the order via the K-Fans APP, which the User guarantees to be accurate. No changes to the invoice will be possible after its issuance. It will also not be possible to request the issuance of an invoice after the purchase is completed.

8. Legal Warranty of Conformity

8.1 If the User is a Consumer, the provisions of this article 8 and Annex 2 will apply.

8.2 K-Sport is responsible towards the User for any lack of conformity that manifests itself within two years from the delivery of the Wearable K-Fans to the User. The action to enforce existing defects not fraudulently concealed will expire in any case within twenty-six months from that time, provided they become apparent within that period.

8.3 In case of a lack of conformity of the Wearable K-Fans, the User has the right to have the

product brought into conformity, or to receive a proportionate reduction in the price, or to terminate the contract under the conditions indicated below.

8.4 The User has the right to have the Wearable K-Fans brought into conformity unless this is impossible or would impose disproportionate costs on K-Sport, considering all the circumstances of the case, particularly the following:

- (i) The value the product would have if there were no lack of conformity;
- (ii) The extent of the lack of conformity;
- (iii) The possibility of opting for the alternative remedy without significant inconvenience to the User. 8.5 K-Sport will bring the Wearable K-Fans into conformity within a reasonable time after being informed by the User of the lack of conformity, free of charge and without significant inconvenience to the User.

8.6 The User is entitled to a proportionate reduction in the price or to the termination of the contract in one of the following cases:

- (i) K-Sport has not performed the repair or replacement, or has refused to bring the product into conformity;
- (ii) The lack of conformity persists despite the attempt by K-Sport to restore the conformity of the Wearable K-Fans;
- (iii) The lack of conformity is so serious as to justify an immediate reduction in price or termination of the contract; or
- (iv) K-Sport has declared, or it is equally clear from the circumstances, that it will not restore the conformity of the Wearable K-Fans within a reasonable time or without significant inconvenience to the User.

8.7 The price reduction will be proportionate to the decrease in value of the Wearable K-Fans purchased by the User compared to the value it would have if it had been in conformity.

8.8 The User is not entitled to terminate these Terms and Conditions of purchase if the lack of conformity is minor. The burden of proof regarding whether the lack of conformity is minor lies with K-Sport.

8.9 K-Sport will not be responsible for any lack of conformity due to the failure to update the Wearable K-Fans, where the User was informed of the need for such an update and provided with the necessary instructions for performing the update.

8.10 The User is solely responsible for any activities performed using the Wearable K-Fans.

9. Post-Sale Assistance

9.1 Post-sale assistance can be obtained from K-Sport by sending an email to the address: support@k-fans.com, or by submitting a support request through the dedicated section in the K-Fans APP. Upon receiving the email, a ticket will be opened, and within 48 hours from the submission of the request, K-Sport will contact the User using the contact details provided.

10. K-Sport's Responsibility

10.1 Before purchasing a Wearable K-Fans, the User declares to have personally verified, even

following specialized medical consultations, that their physical and mental health condition is suitable for using the Wearable K-Fans. K-Sport is not a medical organization and does not provide medical advice, consultations, or diagnoses, and the Wearable K-Fans are not medical devices. Therefore, no data processed by the Wearable K-Fans can be interpreted as a form of medical advice, consultation, or diagnosis. It is the User's responsibility, if deemed necessary or appropriate, to seek the advice of a specialized physician capable of evaluating the User's specific case in relation to the use of 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 upon purchasing Wearable K-Fans.

11. Right of Withdrawal

11.1 If the User is a Consumer, this Article 11 will apply.

11.2 The User has the right to withdraw from the contract within 14 days from the delivery of the Wearable K-Fans, without having to provide any reasons. To exercise this right, the User must:

- Inform K-Sport of their intention to exercise the right of withdrawal via email to the address specified in Article 15 "Contacts," or via the standard withdrawal form provided in Annex 1;
- Return the Wearable K-Fans to K-Sport, ensuring that it has not been used or damaged, even slightly. The cost of standard shipping will be borne by K-Sport. The return must be made without undue delay and, in any case, within fourteen days from the date the User notified K-Sport of their decision to withdraw from the contract.

11.3 Once K-Sport has received the Wearable K-Fans and verified its condition, K-Sport will proceed, within 15 days from receiving the Wearable K-Fans, to refund all payments received from the User (excluding transportation costs), using the same payment method the User used when purchasing.

12. Applicable Law and Jurisdiction

12.1 These Terms and Conditions for the purchase of Wearable K-Fans are governed by Italian law.

12.2 Any disputes relating to these Terms and Conditions for the purchase of Wearable K-Fans will be submitted to the jurisdiction of the court of the place of residence or elected domicile of the User, if they are a Consumer. Disputes with Users who are not Consumers will be submitted to the jurisdiction of the court of Reggio Emilia.

13. Complaints and Dispute Resolution

13.1 If the User is a Consumer, this Article 13 will apply.

13.2 If a User has submitted a complaint to K-Sport but has not been able to resolve the issue, and if the User resides in the European Economic Area, and is not satisfied with how K-Sport or the Provider handled their complaint, the User can use the alternative out-of-court dispute resolution platform ODR (Online Dispute Resolution) provided by the European Commission (<http://ec.europa.eu/consumers/odr/>) to file a complaint and attempt to resolve the dispute.



14. Privacy

14.1 The protection and processing of your personal data will be in accordance with the Privacy Policy available on www.k-fans.com.

15. Contacts

15.1 For any questions regarding Wearable K-Fans, you can contact K-Sport's Customer Service by sending an email to: help@k-fans.com.

Annex 1 –

Withdrawal Form

(Complete and return this form by email to: help@k-fans.com or by post to: Via Fratelli Zuccari 3/A, 61023 Fano, only if you wish to withdraw from the contract)

Recipient

K-SPORT WORLD S.R.L., registered office at Via Fratelli Zuccari 3/A, 61023 Fano

Customer Service

With this form, I hereby withdraw from the sales contract for the following goods:

Order placed on:

Received on:

Order number:

Name and Surname:

Email address associated with the account used to place the order:

Signature:

Date:

Annex 2 –

Exceptions to the Legal Warranty of Conformity Hardware Warranty: Exceptions

In addition to what is already specified in section 8 of the Terms and Conditions for purchasing Wearable K-Fans, K-Sport will not be responsible for any lack of conformity caused by:

- Damage due to negligence or improper use (including drops, knocks, and impacts), improper installation, improper care and maintenance, any maintenance or technical interventions carried out by unauthorized personnel;
- Corrosion and normal wear and tear;
- Loss or theft;
- Products where the serial number has been altered or removed, or where the hardware has been opened, disassembled, or tampered with;
- External damage such as scratches, dents, cuts, or holes caused by the customer;
- Damage caused by modifications to the product or an alteration to the hardware or licensed materials that have not been authorized in writing by K-Sport;
- Damage caused by periodic maintenance checks, testing, calibration, or training unless specifically necessary in relation to the provision of a replacement component provided under this legal warranty;
- Damage caused by accidents or natural disasters (such as rain, hail, lightning, fire, etc.);
- Damage caused by overloading the network to which the product is connected or caused by other equipment, systems, or components in case of improper or unauthorized connection, including the use of a charger or any other component different from those officially provided by K-Sport.

Additionally, the legal warranty of conformity does not cover any differences in color, material, or appearance that may be present in advertising, catalogs, or on the internet, which were not subject to a specific complaint at the time of product delivery.

Usage Guidelines for Wearable K-Sport

Notes on K-AI Fans devices:

- Avoid direct and prolonged exposure to water;
- Do not machine wash;
- Avoid dropping K-AI Fans devices or impacting them against hard objects.

Notes on the Vest:

- Do not twist or wring the Vest;
- If machine washed, follow these instructions:
 - o Gentle wash at a maximum of 30°C;
 - o Do not tumble dry;
 - o Do not iron;
 - o Do not wring;
 - o Do not bleach;
 - o Use a mild liquid detergent;
 - o Use 1/3 of the amount of detergent compared to a normal wash.