

VBS APP

General conditions of use for the use of the VBS Platform services

Sport System s.r.l.s. current in Corso Guglielmo Pepe n. 74 - 88069, CF and PIVA 03809120797, Catanzaro Companies Register, REA: CZ - 211815, PEC: vbssportssystem@pec.it (hereinafter "VBS") welcomes you to the VBS platform, accessible both via App and Web (hereinafter, for convenience and in any case, called the "App").

In order to allow you to register on the App and access all the services it offers (hereinafter, "Service" and/or "Services") **we invite you to carefully read and accept the general conditions of use illustrated below**, which regulate access to the App and use of the Services (hereinafter, "General Conditions of Use").

By registering with VBS you fully accept these General Conditions of Use. VBS offers a wide range of Services and at times you may be subject to additional terms and conditions.

At the time of registration and registration of your personal data you must declare that you have read the General Conditions of Use, which we ask you to expressly accept by electronic subscription, by clicking on the "I accept" space or similar.

The declaration that you have carefully read and accept the General Conditions of Use is a necessary and indispensable condition for accessing, using and enjoying VBS and the Services.

Upon acceptance of the General Conditions of Use you will also be asked to read the information relating to the processing of your personal data, pursuant to EU Regulation 679/2016 - privacy policy, and you will be able to give your consent, where necessary , to the processing of your personal data.

1. Registration and acceptance of the General Conditions of Use

1.1 Access to the App is free. The use of the Services may be paid in whole or in part. The App is managed by VBS and is aimed at every user regularly registered and registered with the same (hereinafter, "User" and/or "Users").

Before proceeding with registration, VBS asks each User to carefully read and accept the General Conditions of Use and to have carefully read the cookies policy and the information relating to the processing of personal data collected through the App.

1.2 Upon completing the registration and registration procedure by entering your username (corresponding to an email address) and your password, the User is asked to click on the "I accept" or similar link. By doing so, the User declares to have carefully read and expressly accepted all the conditions, terms and methods of use and enjoyment of the App and the Services and to be aware of all the characteristics and purposes of the Services themselves. The User is asked to print a copy of the General Conditions of Use and/or store them on a durable medium.

1.3 The username and password provided by the User are personal and cannot be used by third parties to access the App and the Services.

1.4 The User undertakes to keep his username and password and not to allow third parties to use them.

1.5 The User undertakes not to register more than once and not to register other accounts with the aim of abusing the functionality of the App.

1.6 The User undertakes to: (a) provide, upon registration, truthful, accurate, updated and complete data and information; (b) maintain and update your registration data so that it is true, accurate, current and complete at all times. The User is solely responsible for the communication of incorrect, false or

related information and data to third parties without the latter having expressed their consent, as well as for the incorrect use of the same.

1.7 The User is solely responsible for the conservation, confidentiality and use of his username and password and, consequently, remains solely responsible for all proper and/or improper uses that may be made of them .

1.8 The User, as soon as he becomes aware of the relevant circumstance, undertakes to immediately communicate to VBS, via e-mail to be sent to the address vbssportsystem@gmail.com with an attached copy of a valid identity document, the theft and /or the loss and/or unauthorized disclosure and/or unauthorized use of your access data (username and/or password). Following the report, VBS will deactivate the registration. The absence of reporting and subsequent disabling determines direct and exclusive responsibility of the User for all uses of his username and/or password.

1.9 VBS reserves the right to allow automatic recognition of the User's account and to provide the User with the possibility of memorizing the relevant password through the use of cookies, as better described in the cookies policy.

1.10 The User can request the cancellation of his registration and data at any time by sending a communication to VBS, via e-mail to the address vbssportsystem@gmail.com with an attached copy of a valid identity document or via e-mail Certified. The agreement with VBS will end after receipt of the above request and the username and password will be deleted.

1.11 VBS cannot under any circumstances and for any reason be held liable towards the User and third parties for the modification, suspension, interruption and/or termination of the App's services.

1.12 VBS reserves the right to accept the registration request made by the User, giving the applicant confirmation of acceptance by sending an email or text message (SMS) or through other methods that will be communicated to the User.

2. Description of Services

2.1 VBS offers each User the possibility of accessing the Services. The App is a **digital platform** aimed **at offering innovative services** mainly in the sports sector. The App is a container of interactive services, real-time data, functions and information and multimedia content.

The main Services offered to Users, differentiated in the App versions called VBS PRO and VBS LITE as described on the web page https://www.volleyballsysteem.it/index_it.php, are the following:

- My Season functionality (team construction by inserting information, data and photos and VBS customization with the team logo)
- Work planning functionality (planning of the team's work and matches via annual planning, mesocycles and weekly programs)
- Training management functionality (creation of a personal training archive divided into categories and work management with planning.
- Match preparation functionality (creation of the list of opposing teams, with match analysis by inserting statistical and video analyses)
- Strength training functionality (team preparation by inserting the weight cards or choosing from the cards present within VBS)
- ADD Work functionality (personalized intervention by coaches, athletic trainers and scouts)
- ADD Service functionality, namely:
 - Training ball (personalized technical training by setting type and characteristics)

- Training power (generation of a weight sheet for players by accessing an ever-new and efficient exercise pattern)
- Nutrition (generation of personalized nutritional cards associated with the parameters of the weight cards)
- Match analysis (statistical analysis for matches by choosing the type of analysis and video service).

2.2 Users are aware that all costs relating to the equipment and software necessary to activate and establish the connection to the App and, consequently, to use the Services, as well as all costs relating to connection to the network are their exclusive responsibility.

2.3 Under no circumstances can VBS be held responsible for the User's failure to access the App and/or use the Services due to the failure and/or faulty functioning of the equipment, software and network referred to in the previous art. 2.2 or for any other cause not attributable to VBS. Furthermore, under no circumstances can VBS be held responsible for failure or incorrect compliance by the User with any legal or regulatory procedure.

2.4 VBS, for paid services, reserves the right to change the prices and conditions of sale of the Services at any time.

2.5 VBS has the right, without any burden on it, not to provide the Service chosen by the User if any of the following cases occur: (a) if VBS finds anomalies in payment methods such as to integrate possible illicit conduct carried out by the User, or (b) if the data indicated by the User to make the payment of the amount due are incorrect or not accepted by VBS or no longer current, or (c) in the event of non-payment by the User of the fee due for the Service, or (d) in case of violation of the provisions of these General Conditions of Use.

2.6 The use of VBS and the Services is permitted exclusively for personal and non-commercial purposes.

2.7 VBS constantly seeks to improve the app, which may therefore change over time. VBS will be able to develop patches, bug fixes, updates and upgrades to offer new features or improve the performance of the app. VBS may temporarily or permanently disable any part, feature and/or application of the App, introduce new features, impose limits on certain features or limit access to parts of the App or the entire App. In some cases, changes made by VBS to the app may result in old hardware devices, third-party services

2.8 VBS reserves the right to modify and/or suspend, temporarily or permanently, in whole or in part, access to the App and/or the Services, without any charge to it and without the need for any prior notice and/or of any communication.

3. Rules for using the App and Services

3.1 Your commitment

In exchange for our commitment to providing the Service, you must make the following commitments to us.

We want our Service to be as open and inclusive as possible, but we also want it to be safe, secure and compliant with the law. Therefore, the user is required to comply with certain legal limitations in order to use the App.

- User must be at least 14 years old.
- You must not be barred from receiving any aspect of our Service under applicable law or from engaging in payment activities in connection with the Services if you are on an applicable banned party list.
- Your account must not have been disabled for violating the law or one of our policies

- In the case of functions that involve the processing of third parties (e.g. players or technical staff) the user of the App has the obligation to inform the interested parties about the inclusion of their data in the App and provide appropriate information on the processing of data. data pursuant to art. 13 of EU Regulation 2016/679.

3.2 Not permitted uses.

Everyone must take responsibility for offering a safe and open Service.

You may not use identities other than your own or provide inaccurate information.

Furthermore, the user cannot assume identities other than his own and cannot create accounts for other people, unless expressly authorized by the interested parties.

- You may not act in an unlawful, deceptive, or fraudulent manner, or for a nonlegitimate or unauthorized purpose.
- You may not violate (or assist or encourage others to violate) these Terms.
- You may not engage in any conduct that is intended to interfere with or undermine the intended operation of our Service.
- You may not attempt to buy, sell, or transfer any aspect of your account (including your username) or solicit, collect, or use login credentials or badges from other users.
- You may not post private or confidential information or do anything that violates the rights of others, including intellectual property rights.

3.3 App usage guidelines

- Trespassing the boundaries set forth in these guidelines may result in deletion of content, disabling of your account, or other restrictions.
- Only share data, photos, or videos that you own or have the rights to share.
- As always, you own the content you post – remember to post authentic content. Don't post anything you've copied or collected online that you don't have the rights to share.
- Do not impersonate others or create accounts with the intent to violate our guidelines and mislead others.

3.4 Permissions Granted by You. As part of the agreement, you grant us the necessary permissions to provide the Service.

- We do not claim ownership of your content and you grant us license to use it.

Nothing relating to your rights over your content has changed. We do not claim ownership of any content you post on or through the Service. Conversely, when you share, post or upload content covered by intellectual property rights (e.g. data, photos or videos) in or in connection with our Service, you grant us a non-exclusive license, not subject to royalty-free, transferable, sublicensable and worldwide for the transmission, use, distribution, modification, performance, copying, public performance or display, translation and creation of derivative works of your content (in respect for privacy and app settings). You may revoke this license at any time by deleting your content or your account.

- You agree that we may download and install updates to the Service on your device.

3.5 Removal of Content and Disabling or Termination of Your Account

- Any content or information you share on the Service may be removed if deemed to violate these Terms of Use, our policies, or as required by law. We may refuse or discontinue providing the Service in whole or in part (including by terminating or disabling your account) in the event of: a clear, serious or

repeated breach by you of these Terms and Conditions use or our policies, repeat infringement by you of intellectual property rights or otherwise required by law. If we decide to remove content or deactivate or terminate your account, we will notify you as appropriate.

4. Limitation of VBS Warranties

4.1 VBS does not provide any type of guarantee as to whether the App and/or the Services correspond to the User's requirements and/or expectations.

4.2 VBS does not provide any guarantee regarding the results that can be obtained with the use of the App and/or the Services and regarding the truthfulness and/or reliability of any information, data or news obtained by the User through the 'App and/or Services.

5. Personal data

5.1 VBS will process all personal data provided by Users at the time of registration in full compliance with the provisions contained in EU Regulation 679/2016, according to the methods and for the purposes indicated in the information provided to the User which is an integral part of this contract.

5.2 By signing this contract, the User declares to have read the information referred to in the art. 13 of EU Regulation 679/2016 and to have clearly understood its content. The User declares and guarantees that the data sent via the App are accurate and correct and indemnifies VBS from any civil, criminal or administrative liability for damages that may be suffered in relation to any inaccuracy of the same, undertaking towards VBS to communicate without delay any modification of the data provided to you, by e-mail to vbssportssystem@gmail.com or through any other methods that will be indicated by VBS.

6. Copyright and database rights

6.1 All content present in or made available through the App in the form of text, graphics, logos, icon buttons, images, audio files, video files, digital downloads, data compilations and software, are the property of VBS and/or of its partners and/or content providers and are protected by international rights laws.

6.2 It is not permitted to systematically extract and/or reuse parts of the App without the express written consent of VBS. In particular, you may not use data mining, robots or similar capture or extraction devices to extract (one or more times) for reuse any part of the App without the written consent of VBS.

7. Trademarks

7.1 The graphics, logos, page headers, icon buttons, fonts and service marks included in or made available through the App are trademarks and/or trade dress of VBS and may not be used in connection with products and/or services that are not VBS's, in a manner that causes confusion or in any way that disparages or discredits VBS. All other trademarks not owned by VBS that appear on the App are the property of their respective owners.

8. Patents

8.1 The App, its functions and the accessible Services are protected by patents and licenses owned by VBS and/or third parties.

9. Assistance, complaints and refunds

9.1 VBS undertakes to provide assistance to Users through any F.A.Q. Section. of the App and the appropriate email address for support and technical assistance info@volleyballsystem.it. The same address can be used in case of complaints. VBS ensures response within 48 hours. Every detail of the service is available on the App. In case of conflict between information provided in the F.A.Q. area and/or through the support email address and these General Conditions of Use, the latter will be considered prevalent.

9.2 The legal guarantee provided for by articles 128 and following of Legislative Decree 206/2005 (Consumer Code) applies to the Contract with the Consumer and in the event of a fault or defect in the

digital services of VBS, Sport System s.r.l.s. guarantees the new provision of the Service for which the flaw or defect was found, except in the event that such replacement or new provision is impossible or excessively burdensome (for example because the VBS Service in relation to which the flaw or defect was found defect is no longer available, or is not available in a short time), or the refund of the amount paid for the defective VBS Service or, if the legal conditions exist, the termination of the Contract.

9.3 Any complaint received via the support email address will be analyzed so that any support actions for the User or improvements to the Services can be evaluated. All complaints reported by Users are acquired and stored on a specific information system which guarantees their traceability.

10. Changes to the General Conditions of Use

10.1 We may make changes to our Service and policies, and we may change these Terms to accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (e.g. through our Service) at least 30 days before we make any changes to these Terms so that you can review them before they come into effect. If you continue to use the Service, you must comply with the updated Terms.

11. Assignment of the agreement

11.1 Provided that the protection of the User's rights is not diminished, VBS is authorized to transfer this agreement to third parties, without the need for further acceptance by the User, which is understood to be already expressed and confirmed here.

11.2 The User may not, unless previously authorized in writing by VBS, transfer this agreement and/or the rights and/or obligations deriving from it to third parties.

12. Applicable law and competent court

12.2 This agreement is governed by Italian law.

12.2 All disputes arising from this agreement will be referred to a conciliation attempt at the mediation body of the Reggio Calabria Chamber of Commerce, if existing, and resolved according to the conciliation regulations adopted by the same.

12.3 Pursuant to Regulation (EU) 524/2013, for the resolution of disputes concerning the online purchase of products and services, specifically dedicated to disputes between Consumers and professionals, the so-called procedure is available. ODR (Online Dispute Resolution) which can be initiated by submitting a specific complaint via the following link: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=IT>.

12.4 If the Parties intend to appeal to the ordinary Judicial Authority, the competent court is that of the place of residence or elective domicile of the Customer. This forum is mandatory pursuant to art. 33, paragraph 2, letter u) of the Consumer Code.

13. Miscellaneous

13.1 The tolerance shown in practice by VBS for non-compliance with any of the rules set out in these General Conditions of Use does not imply a derogation or waiver of the provisions of the written rule, which VBS can make use of at any time.

13.2 The possible nullity or ineffectiveness of one or more clauses of the General Conditions of Use does not extend to the remaining clauses. The null or ineffective clauses will be replaced by valid and effective provisions that achieve as much as possible the economic effect envisaged by the provisions deemed null or ineffective.

To complete this Agreement you must be over the age of 14 and must also click on the "I accept" or similar link.

By completing the registration you declare that you are of age and that you have read the **privacy information** drawn up pursuant to EU Regulation 679/2016 and that you accept the above-mentioned **General Conditions of Use for registering on the App and using the Services offered by it** .