

General conditions of Sale

Art. 1 - General provisions

1. This General Conditions of Sale document uses definitions which, for clarity, are explained below. The terms defined in the singular in this point 1 of the General Conditions of Sale are equivalent to the same ones expressed in the plural, and vice versa.

1.1. **Sport System s.r.l.s.:** company that owns the **VBS Platform** and is the person making the sale.

1.2. **Customer:** person placing the Order and making the Purchase. For convenience, the definition of Customer will be used to indicate a user of VBS services. In the event that a natural person acts in the name and on behalf of a legal person (company or body with legal personality), a body or an association, Customer means the legal person (company or body with legal personality), the body or association in the name and on behalf of which the individual places the Order; in the event that the person placing the Order is a Consumer, Customer means the Consumer himself.

1.3. **Consumer:** person who uses the goods according to the definition contained in the Consumer Code (Legislative Decree 6.9.2005, n. 206 and subsequent additions and amendments). Consumer protection is regulated in part III, title III, chapter I, section II "Distance contracts" of Legislative Decree 6 September 2005, n. 206 ("Consumer Code, pursuant to article 7 of law 29 July 2003, n. 229").

1.4. **Contract:** is the agreement, governed by these General Conditions of Sale, which has as its object the sale of services that can be purchased by the Customer on the VBS platform; the contract is governed by these General Conditions of Sale.

1.5. **VBS Services:** services on sale on the VBS web App that can be ordered by Customers.

1.6. **Order Summary:** is the document that lists the VBS Services that the Customer has

inserted in the shopping cart with all the information that is useful for the user to have an overview of the Order he is about to place: essential characteristics of the Digital Services, prices, taxes and any other information.

1.7. **Order Confirmation:** is the communication, displayed by the user at the end of the checkout procedure, which validates the positive outcome of the payment of the Order, and therefore of its receipt by the

VBS systems.

1.8. Order Receipt: is the communication - sent via email to the customer's address - which confirms the purchase of VBS Services licenses and contains the useful information to immediately provide them.

2. VolleyBallSystem is the eCommerce service of the Web App which can be reached at the web address: e-commerce@volleyballsystem.it. Browsing and placing an Order on VBS implies acceptance of the General Conditions of Use and the Privacy Policy.

3. These General Conditions of Sale apply to the sale of products with exclusive reference to purchases made on the site in accordance with the provisions of Part III, Title III, Chapter I, Consumer Code (Legislative Decree no. 206/05 amended by Legislative Decree no. 21/14 and Legislative Decree 70/03) by Sport System s.r.l.s. current in Corso Guglielmo Pepe n. 74 - 88069, CF e VAT number 03809120797, Catanzaro Company Register, REA: CZ - 211815, PEC: vbssportssystem@perc.it.

4. VBS may make changes to the services and policies and to modify these Terms to accurately reflect the services and policies. Unless otherwise required by law, VBS will notify you (e.g. through our services) at least 30 days before making changes to these Terms so that you can consult them before they come into force. If you continue to use the Service, you must comply with the updated Terms.

Art. 2 - Object of the General Conditions of Sale

1. These General Conditions of Sale regulate the annual subscription purchase of the App called VBS PRO and the additional services offered to the customer and called ADD SERVICE, as described on the web page https://www.volleyballsystem.it/index_it.php, the forwarding and acceptance of Orders on the web app and do not regulate, however, the provision of services or the sale of products by parties other than the seller who are present on the same site via links, banners or other hyperlinks.

2. These General Conditions of Sale, as regards more specifically additional services

Offered to the customer and called ADD SERVICE mentioned in point 1, they concern:

- BALL SERVICE

The training will consist of a specific warm-up with or without the ball

anda total of 3 exercises with analytical or synthetic educational objectives and/or with competitive objectives in a game situation depending on the choices made by the user. The description and video must have the characteristics indicated in the guided tour.

- MATCH ANALYSIS SERVICE

The VBS statistical analysis service includes:

Match scoreboard

Detail of individual and team fundamentals

Attack directions and serving directions of the individual players

Distribution of the setter (ball change phase with reception + and #)

Distribution of the setter (ball change phase with reception!) Distribution of the setter (ball change phase with reception -)

Distribution of the setter (break point phase – first counterattack action)

The VBS video analysis service includes:

- Team ball change video montage – 12 game actions (distributed between reception #,+,! and reception -)
- Video montage of team break point changes – 12 game actions (distributed between defense #,+,! and defense -)
- Individual fundamental video montages – 12 game actions (distributed between outcomes #,+ and -).

The user will have to follow the guided path, specifying among other things whether the match or matches being analyzed are or are not present in a video sharing service. In the form to be filled out and re-entered in the path to send the request to VBS, the video sharing in which the match or matches to be analyzed is present must be clearly specified, indicating the match, the date it took place and the category. If the match or matches are not present in a video sharing service, the user will have to fill in the form to be reinserted in the path to send the request to VBS, inserting the link from which the match or matches can be downloaded, together with the list of players (with shirt number, surname and role) participants in the match to be analysed, with the relative starting line-up set by set, with the indication of the shirt number, surname and role of the player. Alternatively you can attach the electronic reports of the matches to be analysed.

- POWER SERVICE

The weight sheet will consist of 4 warm up and prevention exercises with photo series and repetitions; 4 strength exercises with photo, series, repetition, recovery, load percentage, muscle and description; 4 core and cool down exercises with photos, series and repetitions.

Art. 3 - Conclusion of the Contract

1. To conclude the Purchase Contract and give rise to the creation of a valid Order, the Customer is required to complete the form on the pages of the web app when completing the Order, with all the necessary information.
2. It contains the reference to the General Conditions of Sale and the General Conditions of use of the application, the relative price and the payment methods that can be used.
3. Before confirming the Contract and starting the creation of the Order, you will be asked to confirm that you have read and accepted these General Conditions of Sale, which include having read the Information on the right of withdrawal (Art.10) , the Privacy Policy in force and the General Conditions of Use of the application.
4. The Contract is considered concluded when the VBS systems receive the form correctly completed by the Customer. The signing of the Contract between the Customer and VBS corresponds to the opening of a new Order, which will be confirmed only at the end of the payment procedure chosen by the Customer.
5. The buyer is obliged to pay the price shown in the Order Summary phase from the moment the online Order submission procedure is completed. The will of Customer to proceed with the payment occurs by clicking on the "PAY NOW" button on the Order Summary page.
6. Once the Contract is concluded according to the methods described in the previous articles, VBS takes charge of the Order for its fulfillment within 48 hours.

Art. 4 - Registered users

1. The registration and access procedure is shared with the entire VBS platform. Please refer to the General Conditions of Use of the VBS Platform for further details. The Customer, with the registration procedure, also declares to have read the information on the processing of their personal data in accordance with the methods established by the Privacy Policy.
2. Confirmation of the personal data entered voluntarily by the Customer exempts VBS from any responsibility regarding the truthfulness of the same. The Customer is invited to promptly inform VBS of any change in their data.
3. In the event that the Customer communicates inaccurate or

incomplete data or even in the event that there is a dispute by the interested parties regarding the payments made, VBS will have the right not to activate or suspend the service until the related deficiencies are remedied or the contract is terminated.

4. In the event that the Customer violates the provisions of points 3.1, 3.2, 3.3 of the Conditions

general terms of use, which are hereby referred to and applicable as they have already been accepted by the Customer, VBS will have the right not to activate or suspend the service until the related violations are rectified or the contract is terminated.

5. The user undertakes to maintain the secrecy of his/her access data and to keep them with due care and diligence and not to transfer them, even temporarily, to third parties.

Art. 5 - Availability of Digital Services

1. In the absence of access limitation policies, decided unilaterally by Sport System s.r.l.s., both the VBS PRO and the additional VBS services can be purchased by Customers without limitation of availability. Sport System s.r.l.s. may, in some cases and at its sole discretion, establish a limitation based on the number of VBS Services purchased by a single Customer.

2. For some VBS Services, cancellation of the Order is not foreseen if the provision of the service is immediately following the payment of the Order itself and, in any case, cancellation is not foreseen if the provision of the service has already occurred within the deadlines set out in the following point 8.1.

3. VBS has the right, without any charge to it, not to provide the VBS PRO App and the additional service chosen by the User and to proceed with the contractual termination (art. 11), 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 for the payment of the amount due are not correct or not accepted by VBS or no longer current, or (c) in case of failure by the User to pay the fee due for the Service, or (d) in case of violation of the provisions of the General Conditions of Use.

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

5. VBS is constantly trying to improve the app, which may therefore change over the course of the year

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, software configurations or set-ups no longer working with the app and the user may be asked to update or change those devices , services, configurations or set-ups to continue using the app. VBS will try to inform you about a material change to the App that may have a harmful effect on you, but by accepting these Terms and Conditions of Use you acknowledge that this will not always be possible or practical. , therefore also accepting any harmful consequences to be borne by him in the event of failure to provide information and waiving from now on any claim for compensation.

6. 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 a at his expense and without the need for any notice and/or any communication.

Art. 6 - Service catalogue

1. Sport System s.r.l.s. offers VBS Services exclusively for sale.
2. The site accessible at www.volleyballsystem.it details the complete offer of the VBS PRO app and additional VBS services.

Art. 7 - Prices, purchase procedure and payment methods

1. The price of the license to use the VBS PRO App and the additional VBS services is that indicated from time to time on the site, except where there is an obvious error. In detail, the prices for the VBS PRO App and additional services called ADD SERVICE are shown:

o **APP VBS PRO annual subscription**

14.99 euros + VAT

o **TRAINING BALL SERVICE:**

4.99 euros + VAT

You will be able to choose analytical training in the fundamentals of serving, blocking, defense, reception, attack or dribbling; a synthetic training of batting/reception, blocking/defense or ball change; a global in scoring situation relating to Ball Change or Break Point.

o **MATCH ANALYSIS SERVICE:**

19.99 euros + VAT statistical analysis of 1 matc

28.99 euros + VAT statistical analysis of 2 matches

37.99 euros + VAT statistical analysis of 3 matches

add

4.99 euros + VAT

In addition to the statistical analysis, you can request a team video analysis or a video analysis individual.

o **POWER SERVICE:**

14.99 EURO + VAT

You will be able to choose a personalized weight sheet for each player you have included in your My Season

2. In the event of an error, VBS will implement all possible actions to promptly notify Customers, allowing confirmation of the Order at the right amount or cancellation

of the Order Itself. In any case, there is no obligation for VBS to provide the VBS PRO App or the additional VBS Product and/or service sold at the lower price incorrectly indicated.

3. The prices indicated on the web app include VAT, but a clear indication is given of the composition of the price resulting from the base price with the addition of VAT defined on a percentage basis. The prices decided by VBS may change at any time, without prior notice. Changes do not modify Orders for which order confirmation has already been sent.

4. The purchase of the VBS PRO App as an annual subscription can be made once the free version of the VBS LITE APP has been downloaded, following registration. Adding an additional VBS service to the cart occurs when the Customer clicks the "Add to cart" button. In the case of additional VBS services, the button is present in the detail sheet of each VBS Service. Once the cart contains the Customer's wishes, we move on to the checkout procedure which leads to the Order Summary.

5. The Customer must follow the instructions indicated in the different checkout phases, entering, where requested, the information necessary to complete the Order. The details and contents of the order can be modified by the Customer at any time before making the payment.

6. VBS offers Customers a payment method: PayPal, provided by the

payment platform of the PayPal company (Legal agreements for the use of the Service).

7. VBS promptly sends the Customer the Order Receipt to the email address indicated by the Customer.

Art. 8 – Delivery and consent at the beginning of the service

1. Sport System s.r.l.s. offers VBS Apps and Services exclusively for sale. Since these are intangible goods and digital services, the Customer expressly accepts that delivery and activation will be immediate or deferred in the case of additional services and up to a maximum of 48 hours, by communicating to the Customer all the details necessary to access and use of the purchased content.

Art. 9 - Passing of risk

1. 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 VBS PRO App and the additional VBS, Sport System services s.r.l.s. guarantees the new provision of the App or 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 fault was found defect or the defect is no longer available, or is not available in a short time), or the refund of the amount paid for the defective VBS PRO App or VBS Service or, if the legal conditions exist, the termination of the Contract.

Art. 10 - Withdrawal

1. The right of withdrawal is permitted exclusively for:

- a) VBS PRO App within the terms referred to in point 10.4 below;
- b) in case of purchase of the TRAINING BALL SERVICE, MATCH ANALYSIS SERVICE services, POWER SERVICE, no later than their delivery and activation, as per the terms indicated in the previous point 8.1.

2. The Customer, upon summarizing the Order, by signing these Conditions of Sale, therefore accepts to lose the right of withdrawal for the VBS Services in cases other than what is specified in point 10.1. lit. b), since they are of modest economic value and have already been used following delivery and

activation within the terms referred to in point 8.1.

3. The user who intends to exercise his right of withdrawal from the purchase made, in the cases referred to in point 10.1, can do so through the request sent to vbssportssystem@gmail.com with the subject "Declaration of withdrawal", without having to provide any reason and without incurring any costs.
4. The withdrawal period, in the cases indicated in point 10.1 – letter. a), expires 14 (fourteen) days after the conclusion of the contract
5. The Customer has correctly exercised his right of withdrawal if the communication relating to the exercise of the right is sent before the withdrawal period expires. In the event that the Customer makes use of the "Declaration of Withdrawal", it is advisable to indicate the order number, the service(s) for which he intends to exercise the right of withdrawal and his address. Since the burden of proof relating to the exercise of the right of withdrawal before the expiry of the withdrawal period lies with the Customer, it is in the Customer's interest to make use of a durable support when communicating to Sport System s.r.l.s. your withdrawal.
6. Upon receipt of the communication with which the Customer communicates the exercise of the right to withdrawal, the contractual parties are released from their mutual obligations.
7. Sport System s.r.l.s. will carry out the refund without undue delay and in any case no later than 14 (fourteen) calendar days from the day on which it was informed of the Customer's decision to withdraw from the contract. The refund will be made using the same payment method used by the Buyer for the initial transaction, unless the Buyer has expressly agreed otherwise. In any case, the Buyer will not have to bear any additional costs.

Art. 11 – Termination by right

1. The obligations referred to in points 3.5, 4.3, 4.4, 4.5, 5.3 are essential in nature, so that by express agreement, the failure to fulfill just one of these obligations, if not determined by fortuitous circumstances or force majeure, will result in the termination of

contract law pursuant to art. 1456 of the Civil Code, without the need for a judicial ruling.

2. In the event that the Customer does not pay the total amount due, the Seller will send him an e-mail in which he will invite him to pay the total amount due within 10 (ten) days, with a warning that, if this deadline has expired in vain, the contract will be considered legally terminated. The Seller reserves the right to block the purchase functions from the Site by non-compliant users, communicating it in the manner indicated above.

Art. 12 - Data processing

1. The Customer's data are processed in accordance with the provisions of the legislation on the protection of personal data, in the manner and for the purposes specified in the Privacy Policy drawn up pursuant to art. 13 of EU Regulation 2016/679.

Art. 13 - Applicable law and competent court; settlement of disputes

1. The Conditions of Sale are regulated by Italian law and, in particular, by Legislative Decree 206 of 06.09.2005 on the Consumer Code, with specific reference to the legislation on distance contracts, by Legislative Decree 70 of 04.09.2003 on certain aspects concerning then electronic commerce and Legislative Decree no. 21 of 21 February 2014 on consumer rights. This is without prejudice to the application to consumer users who do not have their habitual residence in Italy of any more favorable and mandatory provisions provided for by the law of the country in which they have their habitual residence.
2. All disputes arising from this contract 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.
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>.

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

These conditions were drawn up on 03/21/2024.

Appendix

Since the contents for sale on VBS fall into the category of Digital Services, it is necessary to clarify some specific indications regarding this particular type of services.

1. In the consultation, enjoyment and general use of online digital contents the Customer must be aware that use is regulated by current laws regarding copyright and related rights.
2. The VBS PRO App and all VBS Services, unless otherwise indicated, can be used exclusively within the VBS platform, the methods of use of which are detailed on the site www.volleyballsystem.it
3. To find out the possibilities of using the VBS PRO App and the VBS Services, the Customer must follow the information - where present - contained in the relevant detail sheet on the web app and, in any case, is required to respect the current provisions for the protection of copyright and related rights.