LEGAL · AT-3.0A · PART I

TERMS AND CONDITIONS.

ApiX App · Version AT-3.0a · valid from 1 October 2026 · amended 20 October 2026 · Marketinško svetovanje, Klemen Hosta s.p., Ljubljana

Part I — Terms and Conditions

1. What these Terms cover and who accepts them

These Terms are the contract between ApiX and you for the use of the ApiX mobile app, the ApiX club portal and the website (together “the Service”). You accept them by ticking the box at registration or by using the Service after a change (section 13). There are three ways into the Service.

Parent account. A parent or legal guardian registers, accepts these Terms and creates one or more child profiles. The parent is our contracting party for each child profile, holds every choice in Part III for it, and may pair the child’s phone to the profile with a one-time code (section 4.5). A child profile has no login of its own.

Athlete account. An athlete who has reached the age of digital consent in their country accepts these Terms personally — 15 in Slovenia; the app applies the age set by the athlete’s country (13 to 16). Until 18, public visibility and ghost sharing remain the parent’s decision; the biological-maturity feature is the athlete’s own choice from the age of digital consent (Part III).

Athlete under the age of consent without a parent account (EU only). The athlete may register by giving a parent’s or guardian’s e-mail address. We inform the parent immediately; the parent may confirm the profile or delete it. Until the parent confirms, the profile is private, shows no real name, cannot be linked to a club and none of the Part III features can be switched on; the athlete may take tests and see results. When the parent confirms, a parent account is created and takes over the profile. This path is not offered in the United States.

Children under 13 in the United States (COPPA). ApiX does not knowingly collect personal information from a child under 13 in the United States without verifiable parental consent within the meaning of the Children’s Online Privacy Protection Act (COPPA). Such a child cannot register, cannot be added by a club and cannot use the Service until a parent has created a parent account and given verifiable consent by a method recognized by the US Federal Trade Commission — for example a payment-card transaction with notice to the card holder, a signed consent form, or a check of a government ID that is deleted after the check. A link or confirmation sent by e-mail is not enough. Until ApiX offers such a method, the Service is not available to children under 13 in the United States. If we learn that we hold personal information of such a child without that consent, we delete it. The parent’s rights are set out in Part II, section 15.

Coaches. A coach who uses the club portal or coach mode accepts these Terms and the Coach Terms shown in the portal, for the club that authorised them.

Age floor. The Service is intended for athletes from 8 years of age. We do not knowingly keep a profile for a child under 8.

2. Who we are and how to reach us

ApiX and the ApiXsports brand are operated by the Slovenian sole proprietorship Marketinško svetovanje, Klemen Hosta s.p., Cerkniška ulica 5, 1000 Ljubljana (reg. no. 6935567000) — "ApiX", "we", "us". General and Privacy contact: info@apixsports.com. Website: apixsports.com. ApiX intends to transfer the business to a limited company (d.o.o.) under Articles 667–673 of the Companies Act (ZGD-1). That company will succeed to these Terms and to the Privacy Notice by operation of law; we will inform you at least 30 days in advance (section 15).

3. The Service

3.1 Tests. The app measures short physical tests — currently a 20 m sprint, a standing long jump and a vertical jump; further tests may be added — using the phone camera. Software on the phone tracks the position of the body (head, shoulders, hips, knees, ankles) to measure time, distance or height. **This is measurement of movement, not identification of a person.** The Service does not use facial recognition and does not create biometric templates.

3.2 AI transparency and intended purpose. Measurements are produced by an AI-based computer-vision system running on the phone; we say so for transparency (EU Artificial Intelligence Act, Regulation (EU) 2024/1689). Every measurement has a margin of error, which the app states for each test; the app shows whether a result is verified, provisional or coach-entered. The intended purpose of the measurements, the APX Index and the maturity estimate is training feedback and benchmarking for athletes, parents and coaches. They are not intended to be used — and clubs undertake not to use them — as the sole or decisive basis for selecting, admitting, grading or excluding an athlete, for deciding on access to education or training, or for any other decision with legal or similarly significant effect on a person. The system does not identify people, does not recognize emotions and does not categorise people by sensitive characteristics.

3.3 APX Index. From verified results the Service calculates an APX Index and tier by comparing results with published reference values for the athlete's age and sex. The method is described in the app under "How the APX Index works". **The APX Index is a benchmark. It is not a prediction of future performance, not a medical or developmental assessment, and not a selection decision.** ApiX makes no decision about any athlete on the basis of the Index. Clubs that use the portal have undertaken to ApiX that a coach reviews results before any use and that no selection decision rests on the Index alone; you may ask us for an explanation of any Index and contest it (Part II, section 11).

3.4 Biological maturity (optional). If the maturity feature is switched on (Part III) — in the app, or by the parent ticking the maturity box on the Testing Registration form — the app estimates the athlete's maturity band (before, around or after the growth spurt) from height, weight and both biological parents' heights, using the Khamis-Roche method. It is an estimate for training context only.

3.5 Availability and changes. We may improve, change or withdraw features. We will not remove the ability to take the tests included in a paid plan during the plan year; if we must, section 7.6 applies. The Service depends on the phone's camera and sensors; minimum requirements are listed on the store page and at apixsports.com/requirements.

3.6 Offline use. Tests can be run without a connection; results sync when the phone reconnects. Until then they exist only on the phone and are lost if the app is deleted.

4. Accounts

4.1 One account per athlete; accurate date of birth and sex are required because reference values depend on them. Usernames are checked against a moderation list; a username that is a real full name, an e-mail address or offensive is hidden until changed.

4.2 Keep your password confidential. Tell us at once if you suspect misuse. You are responsible for activity under your account unless it results from our failure.

4.3 A club may create a profile for its player in coach mode or the club portal. The coach confirms that the club holds the parent's or guardian's consent and can produce it on request; for a player under the age of consent the coach enters the parent's e-mail and we notify the parent within 24 hours with a link to take over the profile or remove it. Until the parent takes over, the profile is private and only the club and the athlete see the results.

4.4 You may delete the account at any time in the app (Profile → Delete account) or by e-mail; see Part II, section 8 for what happens to the data.

4.5 Parent accounts, child profiles and paired phones. A parent account may hold several child profiles, in the same or different clubs. A child profile is used on the parent's phone or, after pairing, on the child's phone. Pairing uses a one-time code generated in the parent's account, shown in the app only, valid for 48 hours and usable once. A paired phone can take tests, see results and the APX Index; it cannot change the choices in Part III, link a club, change the parent's e-mail or delete the profile. The parent sees every paired phone and can unpair it at any time, which signs that phone out. When a child reaches the age of consent in their country, the child may accept these Terms personally and the profile stays linked to the parent; at 18 the Part III choices pass to the athlete.

5. Licence and intellectual property

5.1 We grant you a personal, non-exclusive, non-transferable, revocable licence to install and use the app on devices you own or control, for the athlete's own use, for as long as these Terms are in force. The app is licensed, not sold.

5.2 You may not copy, modify, reverse-engineer or decompile the app except as the law allows; extract the measurement models, reference values or datasets; use the Service to build a competing product; resell access; use automated means to access the Service; or use the Service in a way that harms others.

5.3 The Service, its software, models, reference tables, texts, designs and trade marks are owned by ApiX or its licensors. Your results and content remain yours (section 9).

5.4 App stores. If you obtained the app from Apple's App Store or Google Play, the store's terms also apply; Apple and Google are not parties to these Terms and have no obligation to provide support or maintenance for the app, and Apple is a third-party beneficiary of this section 5 and may enforce it.

6. Acceptable use

Use the Service only for the athlete's own tests. Do not film or register another person without their (and, for a minor, their parent's) agreement. Do not upload content that is unlawful, harmful to a child, or infringes rights. Do not attempt to manipulate measurements or rankings. We may suspend or remove an account for breach, with notice unless the breach is serious.

7. Plans, payment, withdrawal and refunds

7.1 Free use. The app can be installed and an account created free of charge; the features included without a plan are listed in the app.

7.2 Plans. ApiX sells (a) the club Testing Registration — one year of app access ordered by a parent through a club, under the Testing Terms; and (b) the Season Pass — one year of app access ordered in the app or on the website. The price, and whether it includes VAT, is shown before you order; the order button says that it creates an obligation to pay.

7.3 Payment. Through our payment provider (Stripe) by card or other methods offered; on app stores, through the store's billing. We never see your full card number.

7.4 Renewal. Plans bought from ApiX do not renew automatically; we remind you before the year ends. Plans bought through an app store renew according to the store's subscription rules shown at purchase and can be cancelled in the store settings at least 24 hours before renewal.

7.5 Right of withdrawal (ZVPot-1 Arts. 134–135). You may withdraw from a plan within 14 days of purchase without reason, by e-mail or with the form at apixsports.com/withdrawal, and we refund

within 14 days. When you ask us to activate the plan immediately and acknowledge that you thereby lose the withdrawal right — which the order screen asks you to tick — the plan starts at once and is not refundable after activation except under 7.6. For store purchases, the store's refund rules apply and refunds are requested from the store.

7.6 Conformity (ZVPot-1, digital content and services). The Service will conform to its description in these Terms and the app, and we will provide updates needed to keep it conforming during the plan year. If it does not conform, you may require us to bring it into conformity within a reasonable time, or a proportionate price reduction, or — for a non-minor lack of conformity — termination with a refund for the unused part. A measurement within the stated margin of error is not a lack of conformity.

7.7 Invoices are issued electronically to the e-mail on the order and kept as tax law requires.

8. Clubs and coaches

8.1 A club that uses the club portal sees the results, verification status and APX Index of its own registered players, may enter results manually in coach mode (marked as coach-entered) and may export them for its records. The club is an independent controller for its own use of that data and answers for it; ApiX provides access only for athletes with a valid Testing Registration or plan and a link to the club, and the athlete or parent can end the link in the app.

8.2 Clubs and coaches are bound to ApiX by the Club Agreement and the Coach Terms: results are reviewed by a coach before use; no selection decision is based on the APX Index alone; results are not passed to third parties; coach devices keep no copies of video.

8.3 ApiX is not a party to the relationship between the athlete and the club and is not responsible for the club's decisions.

9. Your content, video and likeness

9.1 Results, uploaded videos and profile content belong to you (or the athlete). You grant ApiX a licence to host, process, display and back them up as needed to provide the Service, for as long as the account exists, and to use results in anonymised, aggregated form to maintain reference values and improve measurement (Part II, section 3).

9.2 Video of test attempts is recorded and processed on the phone and deleted once the result has been verified and saved, at the latest 24 hours after recording, unless the cloud-video choice is switched on (Part III). The app never saves a test video to the phone's Photos or Gallery on its own; on the athlete's or parent's own phone a video can be kept by tapping "Save video to Photos" after a test, and that copy is yours. ApiX never publishes test video and never uses it for facial recognition or advertising. A ghost-run video that shows another athlete can be watched in the app but not saved or shared.

9.3 Sharing features (result cards, best-run clips) publish only what you choose to share, from your own account, and only to the destinations you pick.

9.4 Nothing in these Terms gives ApiX the right to use an athlete's image in marketing; that requires a separate, revocable consent.

10. Physical activity and measurement notice

The tests are maximal-effort sprints and jumps and carry the ordinary risk of sports injury. Warm up; stop if you feel pain, dizziness or discomfort; do not test with an injury or when a doctor has advised against maximal effort; for a child, a parent or coach decides whether to test. The Service gives no medical, training or nutritional advice. Results and the APX Index describe one day's measured performance and nothing more. ApiX is not liable for injury arising from your own decision to perform a test outside a supervised club session, except where caused by our negligence.

11. Liability

11.1 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, for intent or gross negligence, or your rights under mandatory consumer law.

11.2 Otherwise, ApiX's total liability under these Terms in any plan year is limited to the amount you paid for the Service in that year (or 50 € if you paid nothing). ApiX is not liable for indirect loss, for decisions taken by clubs, coaches, scouts or anyone else on the basis of results or the APX Index, or for loss of unsynced results on a phone.

11.3 The Service is provided with the care of a professional provider; we do not promise that it is uninterrupted or error-free, but section 7.6 applies to paid plans.

12. Indemnity (adults and clubs only)

If you are an adult user or a club, you will compensate ApiX for losses arising from your breach of section 6 or from content you upload without the necessary rights. This section does not apply to consumers below 18 or to parents acting for an athlete.

13. Changes to these Terms

We may change these Terms for good reason — a change in law, a new feature, a change in our business or providers, or to correct errors. For material changes we give at least 30 days' notice in the app and by e-mail to the account address. If you do not accept a material change you may end the plan before it takes effect and we refund the unused months. Continued use after the effective date is acceptance. The version and date are at the top; earlier versions are available on request.

14. Term and termination

These Terms apply from registration until the account is deleted. You may delete the account at any time. We may terminate for serious breach with immediate effect, otherwise with 30 days' notice and a refund of unused paid months. Sections 5.3, 9.1 (for the retention period), 11, 12 and 16 survive.

15. Successor

If the ApiX business is transferred to a company under ZGD-1 Articles 667–673 or otherwise sold or merged, the successor takes over these Terms, the Privacy Notice, your plan and your consents unchanged and for the same purposes. We will name the successor at least 30 days in advance in the app and by e-mail; you may end the plan then with a refund of unused months, and the successor will ask you to re-confirm the maturity consent in the app.

16. Law, language and disputes

16.1 Slovenian law applies, without prejudice to the mandatory consumer protection of your country of residence. These Terms are offered in English. If you have a complaint, write to info@apixsports.com; we answer within 8 days. ApiX does not recognize any out-of-court consumer dispute resolution provider as competent (ZIsRPS Art. 32 notice). You may bring proceedings before the competent court in Slovenia or, as EU rules allow, in your country of residence. Complaints about personal data: Part II, section 9.

16.2 Users in the United States — binding individual arbitration and class-action waiver. This section applies only if you live in the United States. Please read it carefully; it affects how disputes are resolved.

(a) Arbitration. You and ApiX agree that any dispute, claim or controversy arising out of or relating to these Terms or the Service will be resolved by binding individual arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, and not in court. Either party may instead bring an individual claim in small-claims court, and either party may ask a court to stop the infringement or misuse of intellectual property. The arbitration takes place by video or telephone or, if you prefer, in the county where you live. For claims up to US$10,000, ApiX pays all AAA filing, administration and arbitrator fees. The arbitrator may award on an individual basis the same relief a court could award.

(b) Class-action waiver. Claims may be brought only in your or ApiX's individual capacity, not as a plaintiff or class member in any purported class, collective, consolidated or representative proceeding, and the arbitrator may not combine the claims of more than one person. If this waiver is found unenforceable for a particular claim, that claim — and only that claim — is decided by a court, and section 16.2(a) does not apply to it.

(c) Mass filings. If 25 or more demands for arbitration that are similar in substance are filed against ApiX by or with the assistance of the same or coordinated counsel, they are administered in batches under the AAA's Mass Arbitration Supplementary Rules.

(d) Your right to opt out. You may opt out of this section 16.2 within 30 days after you first accept these Terms by writing to info@apixsports.com with your name, the account e-mail and the words "arbitration opt-out". Opting out does not affect any other part of these Terms.

(e) Minors. A claim concerning an athlete under 18 is brought by the parent or guardian under this section. Nothing in this section takes away a right that the law does not allow a minor or a consumer to give up.

(f) The Federal Arbitration Act governs the interpretation and enforcement of this section 16.2.

The Privacy Notice (Part II) and Your choices in the app (Part III) of the same document are at apixsports.com/privacy.