LEGAL · TT-2.1

TESTING TERMS.

Club testing and the one-year ApiX plan · Version TT-2.1 · valid from 20 October 2026

1. What you are ordering. By submitting the Testing Registration form and paying, you (the parent or legal guardian, or the athlete if 18 or older) order for the athlete named in the form: (a) ApiX testing at the athlete's club during the plan year — a 20 m sprint, a standing long jump and a vertical jump, measured with the ApiX app. The first testing at the club is carried out by the ApiX team together with the club's coaches on the date the club announces; later testings are carried out by the club's coaches, as often as the club decides. If the athlete misses a testing day, the club's coach tests the athlete later; and (b) twelve months of access to the ApiX app for the athlete, starting on the day the athlete's account is activated. Price paid once, in advance, by card through our payment provider Stripe. No automatic renewal: before the year ends we will tell you how to extend, and nothing is charged unless you order again. The App Terms and Conditions (apixsports.com/terms) apply to the use of the app and form part of this contract; by accepting these Testing Terms for an athlete under 15 you accept the App Terms on the athlete's behalf.

2. Who you are contracting with. 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". E-mail: info@apixsports.com. Privacy contact: info@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 this contract by operation of law and you will be informed at least 30 days in advance.

3. Participation and safety. The tests are short maximal-effort sprints and jumps. They carry the ordinary risk of sports injury (strains, slips, falls). By ordering you confirm that, to your knowledge, there is no medical reason why the athlete should not perform maximal-effort sprints and jumps, and that you will consult a doctor if unsure. ApiX does not collect medical information; tell the club's coach directly if the supervising staff should know anything on the day. Testings take place on the club's premises under the club's supervision and within the club's arrangements for training activities. At the first testing the ApiX team operates the measurement together with the club's coaches; at later testings, and when an athlete who missed a testing day is tested later, the club's coaches operate it with the ApiX app. The athlete may stop at any time. ApiX's liability for personal injury caused by its negligence is not limited; for everything else see section 8.

4. Right of withdrawal. This is a distance contract under the Consumer Protection Act (ZVPot-1). You may withdraw within 14 days of the order without giving a reason, by e-mail to info@apixsports.com or with the withdrawal form below (also at apixsports.com/withdrawal); we refund the full price within 14 days of your notice to the card you paid with. By ticking the box on the form you expressly ask for the first testing to be carried out on the date the club announces, even if

that date falls within the 14 days, and you acknowledge that your right of withdrawal ends once the athlete has been tested (ZVPot-1 Art. 135, point 1). After that, the remedies in section 7 remain. If the club cancels the testing and no new date is set within 60 days, we refund the full price.

5. What happens with the data. To perform this contract ApiX processes: the athlete's first and last name, date of birth, sex, club and team; your name, e-mail, mobile number and payment reference; the measurement data from the session (results, attempts, verification status, the phone's measurement notes) and the APX Index derived from them; and, once the app account exists, the account data. Legal basis: performance of this contract (GDPR Art. 6(1)(b)) and, for invoices, our legal obligations (Art. 6(1)(c)). The video used to measure each attempt is recorded and processed on the phone used for the measurement and deleted after the measurement has been verified, at the latest within 30 days; it is not uploaded unless you or the athlete switch that on in the app. ApiX does not use facial recognition and does not create biometric templates. The APX Index is a comparison with reference values for the athlete's age and sex — it is not a prediction of future success and not a selection decision; the club has undertaken to ApiX that a coach reviews results before use and that no selection decision rests on the score alone. Optional features — cloud video, public leaderboard, news by e-mail — are **not** part of this order; each has its own switch in the app and is off until you or the athlete (with your agreement for under-18s) turn it on. The biological-maturity estimate is optional too; it has its own box on the form (section 5a). Full details, retention periods, recipients and your rights: Privacy Notice at apixsports.com/privacy, which you confirm having read.

5a. Optional: biological maturity. The Testing Registration form has a separate, unticked box for the biological-maturity feature. If you tick it, the athlete's height is required; the athlete's weight and the height of both biological parents are optional. Without the athlete's weight and the height of both biological parents the maturity estimate cannot be calculated; they can be added later. With all of them the app estimates the athlete's maturity band (before, around or after the growth spurt; Khamis-Roche method) as training context for the results. These are health-type data and ApiX processes them only on your explicit consent (GDPR Art. 9(2)(a)). The box is optional: the testing and the plan do not depend on it, and leaving it empty changes nothing else. The club may enter the values from your form into the ApiX portal on your behalf; it does not enter them otherwise. You can withdraw at any time in the app (Profile → Privacy & choices → Biological maturity off), which deletes the weight, the parents' heights and the estimate. Details: Privacy Notice, Part III.

6. The club. The club named on the form sees the athlete's results, verification status and APX Index in the ApiX club portal and may export them for its own training records. For that use the club is an independent controller under its own rules; questions about it go to the club. ApiX gives the club access only for athletes with a valid order on file.

7. Our commitments for the app. The app will conform to its description in the App Terms; we provide updates needed to keep it working for the plan year (ZVPot-1, digital content and services). If it does not, you may ask us to fix it, reduce the price or, for a significant defect, end the plan and be refunded for the remaining months. Measurements have a stated margin of error and the app shows whether a result is verified; a measurement inside the stated margin is not a defect.

8. Liability. Nothing in these terms limits liability for death or personal injury caused by negligence, for intent or gross negligence, or your statutory consumer rights. Otherwise ApiX's liability under this contract is limited to the price paid. ApiX is not liable for decisions the club or anyone else takes on the basis of results or the APX Index.

9. Changes and end of the contract. These Testing Terms are fixed for your order. The App Terms may change as described in them (30 days' notice for material changes; you may end the plan with a refund of the remaining months if you do not accept a material change). You may end the plan at any time by deleting the athlete's account; no refund is due except as set out in sections 4 and 7.

10. Law, language and disputes. Slovenian law; the mandatory consumer protection of your country of residence applies if it is more favourable. English is the binding language of these terms. Disputes: contact info@apixsports.com first; we answer within 8 days. ApiX does not participate in out-of-court consumer dispute resolution before an IRPS provider (ZIsRPS Art. 32 notice); you may bring a claim before the competent court in Slovenia or, under EU rules, in your country of residence. Supervisory authority for data protection: Informacijski pooblaščenec, Dunajska cesta 22, 1000 Ljubljana.

Withdrawal form (ZVPot-1 Art. 134) — use only if you want to withdraw

To: ApiX, Cerkniška ulica 5, 1000 Ljubljana, Slovenia (Marketinško svetovanje, Klemen Hosta s.p.), info@apixsports.com

I hereby withdraw from the contract for the ApiX testing and one-year plan ordered on _____ (date) for the athlete _____ (name).

Parent / customer name: _____ · E-mail used on the form: _____

Signature (only if sent on paper): _____ · Date: _____