



SUPER-OP TERMS OF USE

This is a translated version of the Agreement in the English language, provided for your convenience. Please note that the Italian language version of this document, and of the Privacy Policy, is the version that governs your use of the Services, and in the event of any conflict between the Italian language version and a translated version, the Italian language version will control.

These Terms of Use (the "Agreement") constitute a legally binding agreement by and between Wellness & Wireless S.r.l., whose registered office is at Reggio nell'Emilia (Italy), via G. Degani n. 1, registration/fiscal number 02525180358 (hereinafter, "W&W" or "the Supplier") and the customer ("the customer", and together, "the parties") concerning the selling and use of the supercompensation optimization service Super-op ("Super-op" or "the Service"), and concerning the on-line selling of products, services and vouchers ("Products, Services and Vouchers") offered on the website located at <http://www.super-op.com/> (the "Website"). By using the Service or the Website, the customer represents and warrants that he/she has read and understand, and agrees to be bound by, this Agreement and Privacy Policy, which is incorporated herein by reference and made part of this Agreement. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT USE THE SERVICE.

The Agreement will remain valid until will be modified by the Supplier. Any change to the Agreement will be valid since the date of publishing on the Website and will be applied to purchase orders sent from that date on. The last updated version of the Agreement is the one available on the relevant page of the website.

DEFINITIONS

"Agreement": the agreement regulated by these Terms of Use.

"Customer": both the individual who uses the Service regulated by these Terms of Use, and the individual, older than 18 years of age, who buys Products, Services or Vouchers on the e-shop platform regulated by these Terms of Use.

"Software": set of computer programs that supply and run the service regulated by these Terms of Use.

"Super-op" or "the Service": the supercompensation optimization service supplied by W&W under the brand name "Super-op". The service aims to tell the customer about his/her presumable daily status of higher or lower predisposition to sport training, through the regular collection of some key biometric parameters from the customer. The Service can only be supplied if the customer measures daily his/her maximum and minimum blood pressure (by using a sphygmomanometer), heart rate, and communicate the relevant data. The system needs a training period of at least 15 days to operate.

“Confidential Information”: any information related to the Software and the Infrastructure used by W&W to make available, manage and develop the Service and the Website. W&W recognizes and protects this information.

W&W is a company that provides innovative tools and services in the health and well-being sector, by using Internet and mobile technologies as the main customer interaction method.

The “Super-op” services include:

- An IT platform available through an App (iOS and Android);
- In same case, a sphygmomanometer

THE SERVICES SUPPLIED BY W&W DO NOT CONTAIN OR CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, MEDICAL ADVICE OR OPINION. The Service is not a substitute for the advice of a medical professional, and the information made available on or through the Services should not be relied upon when making medical decisions, or to diagnose or treat a medical or health condition. If the customer requires medical advice or services, he/she should consult a medical professional.

W&W sell also Products and Voucher through its e-commerce platform available on the Website.

These Terms of Use regulate on-line or Internet-based services; the Customer agrees and acknowledges that all communications, notifications, conditions, agreements, information and any revision of the items just mentioned, will be provided in electronic form, and that in any case they will be considered as written form when required by law.

Now, all the above being stated, the Parties agree as follows:

1. EFFECTIVENESS OF RECITALS/DEFINITIONS/EXHIBITS

The Recitals and Definitions set forth above are an integral part of this Agreement and shall have the same contractual and legal significance as any other language in this Agreement. All exhibits referenced in this agreement are made a part of this agreement.

2. TERMS AND CONDITIONS

These Terms of Use govern the contract of use and sale for Super-op, and all Products, Services and Vouchers. The Customer agrees to use Super-op, Services, Products and Vouchers according to these Terms of Use. Concerning Super-op, the customer uses the Service through software and in some cases devices supplied by W&W according to these Terms of Use, for the duration and in the manner specified at the time of purchase. Use of the service beyond the initial term will be subject to a new agreement between the Parties.

3. SERVICE TERMS OF USE

Use of the Service is allowed only to adult (over 18 years) users. Use of the Service by minor users assumes and implies the authorization and supervision by their parents or by the person exercising parental authority or guardianship, who will assume all responsibility.

4. PURPOSE OF THE CONTRACT GOVERNED BY THESE TERMS OF USE

The subject of this contract is the supply to the customer of the supercompensation optimization service "Super-op", and the sale to the customer of products, services and vouchers made available on the e-commerce platform available on the Website, according to the terms and conditions set out in this agreement. These Terms of Use, together with the customer Purchase Order, constitute the contract between W&W and the customer, who must be aware of and accept all the contractual documents listed above (the "Agreement").

Before purchasing, please read and fully accept these Terms of Use and read and give consent to the Privacy Policy published on the Website; acceptance of both is needed to complete the sale process and to supply the service.

5. FRAMEWORK AND LIMITS

Super-op

The service aims to tell the customer, through a color code, about his/her presumable daily status of higher or lower predisposition to sport training, in particular as regards the recovery from previous trainings, through the communication by the customer of some key biometric parameters (blood pressure and heart rate, measured in the morning under standard conditions) and the numeric indication, through self-evaluation, of the quantity and intensity of the previous day's training.

To be able to use the Service, the customer needs to have at his disposal a sphygmomanometer (ie a blood pressure meter) of sufficient accuracy, and he has to measure his blood pressure (max and min) and heart rate on a daily basis, when he wakes up in the morning, while he is still in the supine position, and communicate the data via the dedicated app. The system needs a training period of at least 15 days to operate. For the Service to give a reliable assessment, the customer has to communicate daily or in any case as frequently as possible his morning biometric data. The service, where possible, tries to estimate missing measurements; if this is not possible, it will take an additional period of learning that could extend up to 15 days, or even longer if the customer is missing measurements during the learning period. In no event will the Service's training indication be construed as a substitute for self-regulation or for medical advice in the presence of diseases or conditions of malaise; the Service's training indication is just an opportunity to have more, not prescriptive information on one's daily trainability.

e-Commerce Platform

W & W provides, as an additional element of the Service, an electronic commerce platform for the sale of Products, Services and Vouchers.

On this platform W&W can offer its products and services, appropriately identified by its brand/s, and also Third-Party products and additional services that are in line with the company mission, also, but not exclusively, as a result of commercial agreements. In this last case, W&W acts as a mere facilitator of trade transactions through the platform and thus has no liability and is not part of the contract that will govern the transaction between the customer and the seller, also about its proper and/or timely execution. The products and services purchased through the platform may sometimes have timing of delivery, features, availability conditions, contractual terms which do not coincide with those stated at the time of purchase. Yukendu excludes any liability in this regard.

W&W will not be liable for any delay or failure to fulfill its obligations under these Terms of Use if the delay or failure arises from unforeseeable circumstances or force majeure. This provision shall not affect the rights deriving from the law.

W&W is committed to periodic and timely revisions of terms and conditions of use, pricing, stock availability, delivery times and any other contractual element. The customer is required to take regular vision of these elements.

6. EXECUTION

Super-Op

The Service is available on smartphones running iOS or Android updated to recent versions, by downloading the app "Super-op"; exact compatibility are shown on the Website in the "Disclaimer" section. To access the service the customer must register and provide some personal information. The app is then available for a few days, after which the customer will need to enter an unlock code, or to purchase the service through the app "store". The unlock codes or in-app purchase makes the service available for a specified time associated to the specific code or offer, eg. one year, after which a new purchase or insertion of a new unlock code will be needed to keep using the service.

To be able to use the Service, the customer needs to measure his blood pressure (max and min) and heart rate on a daily basis, when he wakes up in the morning, while he is still in the supine position, and communicate the data via the dedicated app, together with the numerical self-assessment of the previous day's training time, quantity and intensity, and, when appropriate, with information about occurrence of personal events that could impact biometric parameters. After a learning period, limited to 15 days if the measures were duly entered by the customer, if the customer continues to enter his data on a daily basis, the system will be able to communicate his presumable status of predisposition to sport training for the same day, with one out of four options:

- Excellent
- Middle
- Poor
- Critical

This information can be used by the customer to tune his training in a way that optimizes the organism's adaptation process to the training itself; in no event will training indication be construed as a substitute for self-regulation or for medical advice in the presence of diseases or conditions of malaise.

To get your daily training indication, you must enter your data daily. If previous measures are missing, the system will try to estimate the data that were not entered. Beyond a given limit of missing measures, the system will no longer be able to give directions, and it will need a new 15 days minimum learning period, with no training guidance for the customer.

e-Commerce Platform

The displaying of Products, Services and Vouchers on the e-Commerce virtual storefront is an invitation to offer. Each product will be identified by an icon, a button or any other appropriate graphical representation. It is possible to purchase multiple Products, Services or Voucher using the "virtual shopping cart" tool, which allows you to select several items one at a time. These instructions are not exhaustive as they have the primary purpose of regulating the essential elements of the purchase process; more technical details are available on the relevant area on the Website, on the FAQ section, and by consulting the sale support channels published on the Website. The Website and e-Commerce platforms are based on ever evolving IT technology and therefore they keep changing over time: the customer must constantly check on the Website the latest updates about purchase procedure. These changes may consist of procedural changes and could then modify delivery timing and method, or may be software updates: in the latter case any Software incompatibility problems will not be subject to any liability on the part of W&W. In order to ensure maximum transparency, the customer is informed that by the very nature of the Internet, uninterrupted access and complete absence of transmission errors cannot be guaranteed. In addition, access to the e-Commerce Platform may also be occasionally suspended or restricted to carry out repairs, maintenance, or upgrades. W&W undertakes to limit the frequency and duration of these suspensions and limitations. Once shown the terms of purchase, the relevant options and payment methods, the customer will proceed by confirming purchase (button or other graphic evidence). Once confirmed and sent, the Order will then be considered as a purchase contract proposal addressed by the customer to W &W for the listed products, each considered individually. Upon receipt of the Order, the customer will be automatically sent an e-mail as acknowledgement; that email, however, does not constitute acceptance of the purchase offer, but it will give customer the confirmation of receipt of the Order and start of data verification and product availability process. Under Article 1326 of the Italian Civil Code, the sales contract with W&W will be executed only when a separate email will be sent to the customer, with acceptance of the purchase offer, that will also contain information about product shipment of the product and the expected date of delivery ("E-mail Confirmation of Delivery").

W&W does not recognize as binding any purchase offer sent through different channels from those mentioned above. The sending of an order implies full and unreserved acceptance of the Terms of Use in force at the time of the order.

7. USO OF SOFTWARE

The software that W&W makes available to the customer to use the Service is provided "as is", with no express or implied warranties of any kind by W&W. No provision of these Terms shall be construed as a concession to the Client, rights or privileges of any kind in connection with the Service. The Service, the content provided to the customer, as well as all electronic or online documentation ("Documentation") belong to W&W and are protected by the Copyright Protection law. It is expressly forbidden to the customer to assign or sub-license to a third party access to the Service. It is expressly forbidden any use, reproduction or redistribution of the Software and its contents unless expressly authorized by these Terms of Use. It's specifically prohibited to:

- Use the Software or Documentation for the purposes of developing competing hardware and/or software products;
- Sell the Software and/or its content, grant rights of warranty on it or transfer copies to third parties in ways not specifically authorized (in writing) by the Contract governed by these Terms of Use, or license, lease or loan the Software and/or its content;
- Lease, rent, sublicense or copy (even partially) the Software and/or its content on devices of other people;
- Transfer, sell or disclose to any person or company other than W&W codes, serial numbers, activation codes or other identifiers or unique means of identification issued to the Customer by W&W;
- Use the Software and/or its contents (even a part) for commercial purposes in gyms, fitness centers, wellness centers and any site based on those business models;
- Host, provide or develop matchmaking services for the Software;
- Intercept, emulate or redirect in any way the communication protocols used by W&W as (by way of example): through systems emulation, tunneling, packet sniffing, modifying or adding components to the Software, use of utilities or other techniques already known or yet to be developed that can make the Software available on-line without the express written permission of W&W;
- Create and manage any type of unauthorized connection to the Software. All connections created for or by the software can only be used through methods and means expressly approved by W&W; in no case the customer can connect to, or create tools that allow the same customer or third parties to connect to, the interface or interfaces of the Software outside of the tools explicitly provided for public use.

Failure to comply with the limitations and restrictions set forth in this article of these Terms of Use will result in the immediate termination of the contract governed by these terms of Use, in accordance with Article 1456 of the Italian Civil Code, made to pay compensation for the damage suffered by W&W.

The customer acknowledges that monetary compensation will not be considered an adequate remedy in the event of unauthorized disclosure of confidential information and that W&W will be entitled, without prejudice to any other right or remedy that it may have, to injunctive or equitable remedies as determined by a court of jurisdiction.

8. TRADE MARKS

W&W shows on the Website, on the e-Commerce Platform and on its Apps a partial list of its brands, trademarks, service marks and trade names. Graphics, logos , page headers , button icons , service marks included in or made available through the Service or the Website are trademarks or brands of W&W. Trademarks and brands of W&W cannot be used in connection with products or services that are not W&W's, they cannot be used to cause confusion among customers , or in any manner that disparages or discredits W&W. All other trademarks not owned by W&W and shown on the Website, on the e-Commerce platform, on the Service apps, are the property of the respective owners, who may or may not be linked, connected to or sponsored by W&W.

9. SOFTWARE UPDATES

W&W can, without notice and without asking for any consent, release or provide Software patches and updates that the customer must install to continue to use the Software. By accepting these Terms of Use, the Customer authorizes W&W to apply such patches and updates to the Software.

10. CUSTOMER'S LIABILITY

Customer acknowledges that it is their sole responsibility to:

- Be in the physical condition for sport training
- Consult with their doctor in case of any doubt about their health, and in particular about their possibility of conducting sport training
- Have a smartphone, and a working Internet connection for it
- Have a reliable and accurate sphygmomanometer
- Measure daily their maximum and minimum blood pressure and heart rate, according to the given protocol, and report data

11. LIMITATION OF LIABILITY

Customer agrees that W&W is not responsible and has no liability whatsoever in respect of the training indications provided by the service, as they are intended to be suggestions and not prescriptive directions. Therefore, the Customer is not considered exempted from applying these tips critically or from not applying them if deemed, for any reason or at any title, inadequate or wrong..

12. PRICES AND AVAILABILITY

All quoted prices are inclusive of VAT. Information about the availability of Products, Services and Vouchers sold is displayed on the site. With reference in particular to Third Party Products , W&W will not be able to give more precise information about their availability in addition to the information provided on the website.

The estimated time of shipping and delivery of the Products are purely indicative and cannot be totally relied upon. After ordering, you will be notified via email if some of the ordered products are not available.

13. PAYMENT

All payments for goods and services purchased on the Website are made by credit card or paypal. Payments by bank transfer or other systems must be specifically and previously authorized by W&W. Payments are managed by a partner that handles and stores customer's credit card details. By filling out the purchase form on the website, the customer authorizes W&W to:

- Charge the specified credit card for the total amount shown as good and/or service cost;

or, for Services that can be paid by installments (e.g. monthly installments), the Customer authorizes W&W to:

- Immediately charge the specified credit card for the amount shown as first payment, and then charge, at each subsequent billing cycle, the specified credit card for the shown recurring amount.

It's customer's responsibility to:

- Check in advance the availability of funds on the specified credit card, as well as its validity;
- Communicate the details of a new Credit Card when necessary.

The online payment procedure is performed through secure connections with the payment service. The buyer's credit card details are stored with high security systems by the partner that manages the transaction. W&W does not store this information.

In no case W&W will be liable for any fraudulent and/or improper and/or illegal use of credit card data by a third party upon payment of products purchased on the Website.

In case of order cancellation by the customer (clause 16: termination) or in case of order rejection by W&W, W&W will refund the customer for the paid amount. Refund time depends on the banking system and may vary. In no case W&W will be liable for any damage, direct or indirect, caused by delay or by failure of the banking system to release the transaction amount.

By filling in and sending the purchase form, the customer authorizes W&W to communicate their personal data (e.g. address, telephone number etc.) to its suppliers, and to its technical and administrative staff, as needed to execute the contract.

W&W may ask the customer for additional information (e.g. landline phone number, etc.) and/or for copies of documents proving ownership of the credit card used for the transaction. In the absence of the required documentation, W&W has the right to refuse the order.

In the event of late payment of any due amount:

- The Customer shall pay W&W, from the due date of payment, interest on the due amount at the official Annual Reference rate plus 2.5%;

- The Customer shall reimburse W&W for all expenses incurred to recover their due amount and associated interest and penalties;

W&W may suspend the service in case of non-payment by the due date. In this case the customer will still be bound to pay the due amount, and will get Service reactivated only after having paid the whole amount due and associated interest.

14. DELIVERY

The products will be delivered to the address specified by the customer in the purchase order, provided that the information entered is complete and accurate. The costs of delivery, unless otherwise specified, are charged to the customer. The delivery times displayed on the e-Commerce platform are indicative and not binding, they depend on the actual seller of the product and the partner that manages its logistics; the relevant Seller or Courier will be responsible for any delay or mistake on delivery, and not W&W. In case of products shipped directly by W&W, W&W is not responsible for failed and/or late delivery of products caused by the Courier and/or in case of force majeure such as natural disasters or strikes. If the delivered products do not comply with the ordered ones, the customer has to report the defect no later than 8 days from receipt, under penalty of forfeiture.

15. EXPRESS TERMINATION CLAUSE

Under Article 1456 of the Italian Civil Code, it constitutes just cause for termination of the Service governed by these Terms of Use, by way of example:

- The disclosure by the Customer of confidential information, without the express written permission of W&W, in violation of the provisions regarding the protection of intellectual property rights;
- Failure to comply with the limitations and restrictions set forth in Clause 7 of these Terms of Use;

Notwithstanding any other possibility of termination governed by the law or by this Agreement, W&W has the right to terminate this Agreement after 14 (fourteen) days from the date of suspension of the Service in accordance with Clause 13 of this agreement.

In case of termination, the customer will still be required to pay the full price of the service.

16. TERMINATION RIGHTS

With reference to any physical product, and to services costing more than € 50.00, the customer has the right to cancel the contract within 14 (fourteen) days after the conclusion of the contract (Services) or delivery of products (e-Commerce platform) without penalty and without having to specify the reason. There is no termination refund for services that cost equal or less than € 50,00. To exercise his termination right, the customer is required to inform W&W of his decision to terminate the contract by a clear statement (eg a letter sent by mail or e-mail). As an example:

RECESS FORM - (Article 49, paragraph 1, lett. H)

To:

Wellness & Wireless srl

Customer Service

Via G. Degani 1

42124, Reggio Emilia, Italy

e-mail: supporto@super-op.com

Hereby I (full customer name) notify the termination of my contract of sale of ("the Super-op service" or purchased goods) ordered on (date) / received on (date)

Customer Name

Customer Address

Customer Signature (only if this form is notified on paper)

Date

To comply with the termination deadline, the customer must send their communication of recess before the expiration of the termination period, and, for Services, before having used the service.

EFFECTS OF TERMINATION

Super-op

The service is deemed as "not used" until the customer enters into the app their first daily data. If the customer terminates the contract before having used the service and within the termination period of 14 (fourteen) days from purchase, if the purchase value is higher than € 50.00, W&W will refund the customer all payments he made to W&W to purchase the service, not later than 14 days after W&W is informed of the decision of the Customer to terminate the contract.

The customer, by entering for the first time their daily measurements (maximum and minimum blood pressure, heart rate, self-evaluation of previous day's training) expressly asks and agrees that the Service starts and that this Agreement is immediately executed by W&W before the term determined by art. 52, paragraph 1 of Legislative Decree n. 206/2005, that is before the fourteen days period allowed to terminate the contract.

Having the customer accepted that this Agreement is immediately executed as just stated, the exercise of the right of termination for reconsideration is expressly excluded pursuant to art. 59, paragraph 1, lett. a) of Legislative Decree no. 206/2005, as the customer expressly acknowledges and accepts.

e-Commerce Platform

With regard to the products sold on the e-Commerce platform, the customer can withdraw from this contract within the withdrawal period of 14 (fourteen) days from receipt of goods. The customer must return the goods within fourteen (14) working days from delivery of the products, by sending them to:

Wellness & Wireless srl
Via G. Degani 1
42124, Reggio Emilia, Italy

Products must be returned complete and properly protected in their original packaging, in perfect condition (not worn, damaged or soiled by the customer). The products are returned at Customer's cost and risk. The customer is responsible for any diminished value of the returned goods, as a consequence of handling of the goods other than what needed to assess the nature, characteristics and functioning of the goods.

SERVICE TERMINATION AFTER THE RECESS PERIOD

After the first 14 days, the customer who purchased Super-op has the right to terminate the Agreement at any time by writing to:

Wellness & Wireless srl
Customer Service
Via G. Degani 1
42124, Reggio Emilia
or by email to: supporto@super-op.com

In this case the Customer is not entitled to any refund.

17. CUSTOMER SERVICE

You can contact Wellness & Wireless Customer Service at the following addresses:

WELLNESS & WIRELESS S.R.L.
Via Degani, 1
42124 Reggio Emilia
e-mail: support@super-op.com

18. EFFECTIVENESS OF THE AGREEMENT

Should one or more provisions of these Terms of Use prove to be null and void or invalid, this shall not affect the remaining provisions, that shall remain in full force and effect.

19. APPLICABLE LAW AND JURISDICTION

This Agreement is subject to the Italian law. Subject to the mandatory provisions of law, any dispute arising from the interpretation or execution of the contract governed by these Terms of Use shall be subject to the exclusive jurisdiction of the courts of Milan.

20. ELECTRONIC TRANSMISSION OF BILLS

Customer agrees and acknowledges that the electronic transmission of bills is the main method of invoicing by W&W. The sending of invoices in PDF format fully replaces the traditional print and post process.

21. PRIVACY

All data and personal information sent over the Internet through the Website and the Apps are treated and protected according to W&W's privacy policy. The customer is encouraged to read this Privacy Policy carefully before submitting their data and personal information.

CUSTOMER SERVICE WELLNESS & WIRELESS S.R.L.
Via Degani, 1 - 42124 Reggio Emilia
e-mail: support@super-op.com