### TERMS AND CONDITIONS OF THE "JUVENTUS TV" SERVICE

#### 1. JUVENTUS TV – SERVICE PROVIDER

"Juventus TV" is a web-based TV channel - an audio-visual media service via the internet (hereafter, also, "Service") - made available by Juventus Football Club S.p.A. ("Juventus"), with registered office at Via Druento 175, 10151 Turin, Italy, fully paid-up share capital of €11,406,986.56, Companies Register, Tax Code and VAT no. 00470470014 - Economic & Administrative Index no. 394963. Juventus, as provider of the media service, selects and organises the audio-visual contents of "Juventus TV" broadcast both live (linear mode) and on demand ("Content") and it therefore has editorial responsibility for the same in accordance with the regulations in force, including, in particular, Italian Legislative Decree no. 177/2005 as amended and supplemented.

Juventus offers to the user ("User") via the specific sub-domain of its main website juventus.com (the "Juventus Internet Website" or even just the "Website") or the section of the Juventus Official App (the "App") the Service and the respective access to the Juventus TV Content, based upon different access conditions available according to the type of Contents, as indicated in Art. 2.

#### 2. REQUIREMENTS FOR ACCESSING THE SERVICE

The Content available on Juventus TV can be accessed through three different service levels:

1) Free: Content freely accessible to any Website visitor;

2) Pass Smart: Content reserved to Users registered to the Website;

3) Pass Pro: Content accessible subject to subscribing to Juventus TV on a monthly or annual basis. Access to the higher level Content includes the Content of the previous levels: the subscription to the Pass Pro Service thus also includes the Smart Content and Free Content.





Juventus is exclusively responsible for identifying the Content subject to the Service as Free, Smart or Pro and for any change to the category of that Content: therefore, the Free Content may be modified to Smart or Pro Content, and vice versa.

To access the Smart Content, it is necessary to register to the Website, with the methods and according to the conditions indicated in the specific registration page.

To be able to access the Content of Pass Pro Service and to purchase the respective subscription, the User must meet the following requirements: (i) be a natural person aged over 18 or of legal adult age required by the User's State of residence if this requires the acquisition of adult capacity at an age above 18 years and, in any case, be legally able to act under Italian law (ii) be registered to the Website or App, or hold a registered profile and the respective access credentials (also "Account") on the Juventus Internet Website or App; (iii) accept these Terms and Conditions of the Juventus TV Service.

#### 3. SERVICE REGULATIONS

Access to and use of the Service by the User is governed by these terms and conditions (also "Terms of Service" or "Terms"), of which the conditions of registration to the Juventus Internet Website, the documents listed or cited via hypertext links, the specific conditions relating to the type of subscription provided when making the purchase, as described in the welcome page <a href="https://www.juventus.com/it/juventus-tv/welcome/">https://www.juventus.com/it/juventus-tv/welcome/</a> (which include, inter alia, the subject of the subscription, the duration, the possibility of automatic renewal, the price) and the terms cited therein, form an integral and essential part. In the event of conflict between the aforementioned terms, the terms and conditions contained in this document will take precedence over the others.

Access to the Free Content and to the Smart Content implies in itself acceptance of these Terms of Service. As regards access to the Content of Pass Pro Service, the User is aware and accepts that by ticking the specific acceptance box on the Website and selecting the specific consent button, they accept these Terms and the type of subscription chosen by them.

# J

If the User fails to respect the Terms, Juventus reserves the right to refuse, limit or curtail access to the Service, and to prevent the User from using the Website in future and/or to take legal action against them.

Juventus reserves the right to update, amend and/or supplement the Terms of Service over time for reasons imposed by legislative changes or for other reasons related to the management of the Services. Any changes made by Juventus to the Terms will be accessible on the Website and, for the User who subscribes to the Pass Pro Service, communicated to them at the email address provided. The Terms, as amended, will be made available directly at the address <u>https://www.juventus.com/it/termini-e-condizioni/#juventus-tv</u>. The timescales and methods of entry into force of the Terms and the application of the same to the User will be indicated each time in those communications, based upon the nature and scope of the changes. Where not otherwise specified, if the User continues to use the Service after the changes have been communicated and published, it will be assumed that the User has accepted those changes.

#### 4. DESCRIPTION AND AIM OF THE SERVICE

The Service allows the User to access audio-visual content on the Website (the "Content"), in compliance with the access conditions applicable to the type of Content.

The subscription to the Pass Pro Service may be monthly or annual, the characteristics of which are published in the dedicated section of the Website, available at <u>https://www.juventus.com/it/juventus-tv/welcome/</u>.

Juventus provides to the User the right - limited, revocable, not exclusive, personal, not transferable to third parties and not assignable - to access the Service and, in particular, to view all Content made available by Juventus, pursuant to the Terms and the subsequent modifications as envisaged by Art. 3. The Service exclusively involves the right for the User to view the Content for personal use within the family and home environment while connected to the internet and remaining connected to the Service. Users are not permitted to download or duplicate the Content in any way or share or communicate the Content to third parties or to the public.

The User undertakes not to use the Service or the Content for commercial purposes or for profit, or, in any case, in a manner different from that expressly specified in these Terms.

The User is aware and accepts the fact that the Content included in the Service (e.g. interviews and live commentary) may, as appropriate, be available in English and/or Italian and/or even in other languages and that it may contain promotional and advertising communications.

In addition to the different access conditions referring to the type of Content, access to the Content may be subject to territorial limitations and the Content may vary from one country to another. In the event that the User has a portability right to the Content, in compliance with the conditions envisaged in EU Regulation no. 2017/1128, they will be guaranteed access to that Content in the event that they are temporarily present in another member country of the European Economic Area, even if access to that Content in that country is limited. To that end, Juventus may request from the User any information that may be necessary to verify the member state of residence in accordance with EU Regulation no. 2017/1128.

#### 5. AUTOMATIC SERVICE RENEWAL

Access to the Free Content and to the Smart Content is available for the entire time that Juventus makes it available to the User on the platforms, websites and mobile devices.

Access to the Content of Pass Pro Service occurs subject to subscription, for the duration of the subscription purchased by the User, in line with the provisions of Art. 12 below. The User can choose to deactivate/activate the automatic renewal feature for their Service subscription, through the specific online function available in the specific User's reserved area. If the User chooses to renew the subscription automatically, the User's subscription will automatically renew for subsequent periods (the "Renewal Period") of equal duration to the initial subscription period (the "Initial Period").

If the User automatically renews the subscription, they accept and consequently authorise Juventus to charge to them periodically the respective Price of the Service (the "Price"), until the User expresses the intention to withdraw from the Service, or in any case until the Service is interrupted for other reasons.

#### 6. METHODS OF USING THE SERVICE

The User confirms to be solely liable for all acts and omissions associated with access and use of the Service and, in the case of a registered User, undertakes to use only on a personal basis the Account credentials required to access the Service, to keep them private and confidential, not to transfer them for any reason to third parties in accordance with the registration conditions of the Juventus Website, accepting all liability for activities relating to the Account and undertaking to inform Juventus immediately of any theft, loss or unlawful knowledge of the Account by third parties.

The User also undertakes to keep the data provided when registering to the Juventus website and for the purposes of subscription updated and complete. The User absolves Juventus and third parties in general from all liability and adverse consequences deriving from any violation by the User of the obligations as set out in the Terms and any subsequent modifications and/or additions to the same.

The User is aware and accepts that the Service must only be used through the private access pages of the Website and/or sections of the App, pursuant to the Terms and the legislative and regulatory provisions in force.

Specifically, the User cannot and may not, in whole or in part: (i) incorporate the Content into or through another website or online service, present, show or make available the Service Content to other persons by any means, or remove any distinctive marks or information notes relating to the Content, software and technology associated with the Service; (ii) copy, duplicate, distribute, show or make public, transfer to third parties, decompile, disassemble, adapt, commercialise, translate, sell, lend, lease, decode, combine with other software the Content, modify or create works deriving from the Service or any Content, by the hand of the User or third parties, in any form and via any means, including but not limited to, electronic, mechanical or optical means; (iv) affect and/or halt and generally interfere with the functioning of the Service, or send automated or automatically generated requests to the Service; (v) use robots, crawlers or similar applications to collate and analyse the Service Content or the personal information of users of the Service itself; (vi) violate the security of the Service, identify any security vulnerabilities, circumvent or manipulate the

functioning or functions of the Service, attempt to activate actions or functions that are deactivated, inaccessible or undocumented within the Service; (vii) assume and/or use the identity and/or personal details of another person (or another made-up person) or make false declarations in regard to their own identity; (viii) in general, undertake actions that may lead to civil, administrative or criminal offences or violate the rights of any third parties.

The subscription permits the User to access the Content of Pass Pro Service on a maximum of three (3) devices at the same time. If the User - or somebody acting on their behalf - attempts to use the Service on more than three devices at the same time, Juventus reserves the right to deny them access or in any case to suspend and/or interrupt the Service without warning and, in the event that the illicit conduct persists, to stop providing the Service on a final basis.

Juventus reserves the right to undertake checks at any time to ensure that the User is complying with the Terms of Service. Any violation of one of the provisions of this article by the User is considered a serious breach and entitles Juventus to request the immediate termination of the contract and consequently the immediate cancellation and/or suspension of the User's account and access to the Service, subject to compensation for damages suffered by Juventus.

#### 7. REQUIREMENTS FOR ACCESSING THE SERVICE

Except where stated otherwise in the conditions for access or subscription to the Service, the Content is available to be streamed on the Website via a personal computer with the Windows and Mac OSX operating systems, on the specific "Juventus Official App" using a tablet or smartphone, with iOS and Android operating system. The Website is designed to be compatible with all current browsers in their latest versions. The minimum connection speed required to stream the Content on the Website in question is 1 Mps. The User is therefore aware of and accepts the fact that the Service will only function on certain hardware and software platforms. For those reasons, it is the sole and exclusive responsibility of the User to ensure they have the appropriate and necessary hardware and/or software platforms to enable them to access and use the Service.

The User is also aware that their device must be connected to the internet in order for them to access the Service. The User is solely liable for the costs and maintenance of that connection.

Juventus reserves the right to modify or remove, at its discretion, compatibility with certain hardware and software platforms. The User is aware that, during the subscription period (including any renewals), it may be necessary for the User to independently update their device software on a regular basis in order to access the Service. In any case, the User is required to check the Service requirements on a regular basis.

The Website or the App will automatically adjust the quality of the Service to fit the User's connection.

With regard to older Content, such as images of past events, the User is aware and accepts that such images may only be available to and accessible by the User in lower quality than more recent Content.

Additional information on Content accessibility can be found at the following link: https://www.juventus.com/it/faq/juventus-tv/

#### 8. PASS PRO SERVICE ON SUBSCRIPTION: PRICE OF THE SERVICE AND PAYMENT METHOD

Purchasing a subscription to access the Content OF Pass Pro Service is subject to payment of the respective applicable rate (the "Price") indicated when purchasing the subscription.

Juventus reserves the right to change the Prices applicable to each type of subscription, publishing them on the Website. Those changes will be communicated by email to the User, which will be free to withdraw from the subscription with effect from the end of the validity period of the same, as described in more detail in Art. 12 of these Terms, entitled "Duration of subscription to Pass Pro Service and renewal - withdrawal by Juventus". If the User decides to renew the subscription, even using the automatic renewal feature, the Price changes are considered to be accepted and will only be effective from the first renewal. The User is aware that all Prices exclude any connection and/or telecommunications costs necessary to access the Service.

All Prices include VAT and any indirect taxes. All sums due must be paid in full with no reductions or withholdings by the User.

The User may make payments by MasterCard, Visa or PayPal, or by other methods, including apps, which will be made available to the User during the subscription payment process ("Payment Methods"). The User declares and warrants that they are authorised to use their chosen Payment Method in relation to the requested Service.

Juventus and the User also agree that, unless otherwise stated, the Price is shown in Euros. As a result, any currency conversions involved for non-EU payments (or any currencies other than the Euro) will be made by the bank and/or by the credit card provider or as part of the Payment Method chosen by the User, who is the sole party responsible for any costs, including fees, deriving from that payment. The User is therefore bound to check the exchange rate and any fees. The transaction cost will be charged to the User for the first time when they purchase and activate the Service and subsequently for each payment until the termination of the Service for any reason.

The Payment Methods are processed and managed by third parties who will be indicated to the User when making the payment. The Payment Methods are therefore subject not only to these Terms, but also to the terms and conditions of the third parties in question, which the User accepts. Juventus is not responsible for any fees, exchange rates or other charges imposed by third parties that manage the Payment Method and which the User accepts.

The User is aware that all information relating to the Payment Method and their Account is private and confidential and that this information must only be communicated via secure connections and websites indicated by Juventus and by third parties that process the Payment Methods and not via any link contained in an email or other electronic communications. The User must not send to Juventus or to parties other than

those responsible for managing the Payment Methods information relating to their credit card or to other payment instruments.

If the aforementioned third parties are unable to debit to the User the Service Price via the Payment Method as a result of insufficient funds, including without limitation out-of-date or invalid account information or for other reasons, the User will be the sole party responsible for all associated costs and, at the same time, if the subscription Service to the Pro Content is already active, Juventus may - without prior notice - suspend and/or interrupt the Service on a final basis or cancel the subscription.

The User is aware that any change to the Payment Method indicated when purchasing the Service could lead to an alteration of the timescale and invoicing criteria used by Juventus.

Therefore, the User will be responsible, in the case of subscription with automatic renewal or one involving multiple and/or deferred payments, for updating and verifying the Payment Method associated with the purchase of that subscription. If the Payment Method is not able to cover, in full and/or partially, the cost of the Service, Juventus reserves the right to suspend the User's Account and their ability to access the Pass Pro Service, until the Payment Method has been updated to enable the due amount to be debited

#### 9. ACTIVATION OF SUBSCRIPTION TO THE PASS PRO SERVICE

Once the Price has been successfully paid, Juventus will send the User an email containing: i) confirmation of the User's ability to access the Pro Content Service; ii) a summary of the specific terms relating to the subscription purchased. The User will be able to access the Content of the Pass Pro Service included in the purchased subscription from the time of receipt of the aforementioned confirmation email.

Without prejudice to the right of withdrawal pursuant to Art. 52 of Italian Legislative Decree no. 206 dated 6 September 2005 indicated in Article 11 below and the activation or deactivation of the renewal option, the User is aware and accepts that it will not be possible for the User themselves to request and/or obtain from Juventus any changes, reimbursements or modifications to the subscription of the Service.

## J

#### **10. SERVICE SUPPORT - COMPLAINTS**

The User has been informed - and consequently accepts - that the actual availability and proper functioning of the Service depend on various factors and elements, including the software, hardware and communication networks, some of which are provided by third parties and/or used directly by the User and, therefore, not falling within the sphere of management of Juventus which cannot, as a result, be held liable for any malfunctions and/or faults.

In any case, Juventus may suspend the provision or in any case limit the use of the Service by the User, in full or in part, with the aim of performing maintenance and/or management activity of the Service and devices, for the purpose of its best functioning, without incurring any liability towards the User.

The User is duly informed - and therefore accepts - that in order to view the Content, they must follow the instructions provided to them by Juventus, and those found on the Website and/or on the App.

In any case, if the User has doubts or requests regarding access to the Service and/or use of the Service itself, the streaming of the Content and the purchase of the subscription to the Pass Pro Service (including problems relating to payment), the User can contact customer services at the details indicated below.

For any communication or complaint relating to the Service, the User can contact Juventus using the following details: Juventus Football Club S.p.A., Via Druento 175, 10151 Turin or by completing free of charge the online Form on the Juventus Website, Contacts page (

https://www.juventus.com/it/contattaci )

For its part, Juventus will do its best to respond to requests for clarification and/or action as quickly as possible.

#### 11. PURCHASE OF THE SUBSCRIPTION TO PRO CONTENT AND RIGHT OF WITHDRAWAL

The User has 14 (fourteen) days (known as the "Reflection Period"), starting on the day after purchasing the subscription to the Pro Content, to inform Juventus of the decision to withdraw from the contract and therefore to cancel the subscription they have purchased, for whatever reason, without incurring any penalty and without the need to provide any explanation to Juventus for the decision, in accordance with Art. 52 of Italian Legislative Decree no. 206 dated 6 September 2005 ("Consumer Code").

In particular, if the User intends to exercise the right of withdrawal, they can inform Juventus of that decision through the online Contact Centre using the form that can be downloaded here pass.juventus.com/documents/it/row-form-it.pdf ; without prejudice, in accordance with Art. 54 of Italian Legislative Decree no. 206/2005, to any other form of explicit manifestation of the decision to withdraw from the contract, which must be sent to the contact details indicated in Art. 10.

Once notified of the withdrawal, Juventus will send to the User confirmation of receipt to the email address previously provided to Juventus by the User.

Further information on the right of withdrawal can be found at the page dedicated to FAQ. ( <u>https://www.juventus.com/it/faq/juventus-tv/</u>)

### 12. DURATION OF THE SUBSCRIPTION TO PASS PRO SERVICE AND RENEWAL - WITHDRAWAL BY JUVENTUS

The User's subscription to the Pass Pro Service and the respective contract governed by these Terms has the duration envisaged in the subscription conditions chosen by the User, which may be monthly or annual. Without prejudice to the right of withdrawal, indicated in Art. 11, it is forbidden to withdraw from the subscription to the Pro Content before its expiry. Any withdrawal from the subscription ("Cancellation") will produce its effects at the end of the subscription validity period or, in the case of a subscription with automatic renewal, at the end of any subsequent Renewal Period.

The subscription will be understood to be tacitly renewed each time for an equal period of duration (monthly or annual) unless the User deactivates the automatic renewal on their Account at least 24 (twenty-four) hours before the expiry of the subscription. The User is in any case entitled to activate or deactivate the automatic renewal at any time by changing the settings on their Account profile.

Juventus reserves the right, at any time, to withdraw from the subscription contract with the User by written communication (letter or email) with prior notice of at least sixty (60) days. If Juventus withdraws, Juventus will pay to the User a proportional refund of the Price paid for the Service in relation to the remaining subscription period not enjoyed.

#### 13. ACCESS TO THE SERVICE AND ANY REFUNDS

The User acknowledges and accepts that, as Juventus is not responsible for the internet connection service, Juventus is unable to guarantee the quality of the Service from a technical perspective. Therefore, Juventus is not responsible for the quality of the Service due to the use of tools that are not compatible or that malfunction, for any improper use by the User, or for any malfunctioning of the connectivity service.

As regards the Pro Content accessible on subscription, if the User finds that the Pro Content is not available for a continuous period of 3 consecutive days, the User must report this problem as soon as possible and in any case by and not beyond 48 (forty-eight) hours to Juventus, if possible using the online contact Form (to be linked to https://www.juventus.com/it/contattaci/form-di-contatto/).

In the above case, if the unavailability of the Pro Content is attributable to Juventus, the User may terminate the Service subscription contract. In that case, Juventus will pay to the User a refund, on a split basis, of the Price of subscription to the Pass Pro Service for the residual part of the Period of duration of the subscription after Juventus' non-fulfilment.

#### 14. PROPERTY RIGHTS OVER THE CONTENT AND WARRANTY EXCLUSIONS

All Content of any category and, in general, the information that the User can access through the Service including, but not limited to, images and audio-visual recordings, trademarks, distinctive marks and any other element of intellectual property - is the exclusive property of Juventus and/or its assignors, of which the User recognises the ownership and exclusivity of the related rights.

The Content may be protected by technological means pursuant to and by effect of Italian Law no. 633/41 on copyright, in order to prevent acts not authorised by the holder of the rights, as well as electronic information on the regime of rights indicating the terms and conditions of use of the Content. The removal or circumvention of those protection measures may constitute a civil, administrative and criminal offence, also pursuant to Articles 171, 171-bis, 171-ter, 174-bis and 174- ter of Italian Law no. 633/1941.

In any case, the User is not authorised to use in any way other than by streaming (it is not authorised, inter alia, to modify, download, duplicate, publish, broadcast, share, grant use, reproduce, rework, distribute, exploit in any way) the Content subject to the Service provided by Juventus, including, but not limited to, images and audio-video recordings, trademarks, distinctive marks and any other material and/or intellectual property right made available to the User through the Service. Therefore, aside from the limited right to access the Service and the Content, as described in the Terms, the User is not granted any right, title or interest relating to the Service or to the Content.

The Service and the Content are made accessible to the User "as is" and "as available", without any guarantee of conformity to the User's needs, aims or objectives, implicit or explicit. Juventus provides the service with professionalism and diligence but it excludes any guarantee relating to the Service to the fullest extent permitted by the applicable law with reference to the different access conditions to the Content. Juventus cannot, therefore, be held liable for any failure to broadcast one or more elements of Content that were planned or advertised, due to the impossibility for the User to view the Content. In any case, Juventus' liability for gross negligence or wilful intent or for death or personal injuries cannot be excluded or limited, just as the additional potential mandatory rights due to the User as a consumer cannot be limited.

# J

#### 15. PERSONAL DATA

Juventus specifies that the User's personal data will be processed in compliance with current legislation and, in particular, in respect of EU Regulation no. 2016/679, as well as Italian Legislative Decree no. 196/2003 (Privacy Code) updated to Italian Legislative Decree no. 101/2018. In any case, Juventus' use of personal data provided by the User will only occur in full compliance with the Privacy Policy of our company and the information document, as published and consultable at the Website (https://www.juventus.com/it/privacy).

#### **16. SERVICE UPDATES**

Juventus reserves the right to choose to provide updates, bug fixes or other modifications and improvements to the Service and/or to the Website ("Service Updates").

In particular, the Service Updates may be: (i) automatic, in relation to general modifications made to the website and to the additional aspects or data updates required by the Service; (ii) optional and, therefore, only implemented at the discretion of the User; in that case, the subscribed User will receive information and instructions on how to implement or authorise Service Updates; (iii) compulsory, in which case the User will be asked to authorise Service Updates or to install or update third party plug-ins if they wish to keep accessing the Service.

The User is informed that the Service and/or the Website may not unavailable during the Service Update operations.

#### **17. PARTIAL INVALIDITY**

In the event that any of the clauses contained in these Terms is declared invalid or inapplicable, this will not in accordance with Art. 1419 of the Italian Civil Code - result in the invalidity of the Terms themselves but, where possible, the replacement of the invalid and/or inapplicable clause with any imperative rules, or with another valid and applicable clause established between the parties, or the ineffectiveness of the specific clause in question affected by invalidity.

#### 18. APPLICABLE LAW

Regardless of the place of residence of the User or the location from which they access the Service, these Terms and the use of the Service by the User will be governed exclusively by and interpreted according to Italian laws, without prejudice to the application of mandatory rules of other countries laid down by the rules of private international law.

The offer and sale via the Website of the subscription to the Pass Pro Service, if the User is resident or domiciled in Italy, constitute a distance contract regulated by Chapter I, Title III (Articles 45 et seq.) of the Consumer Code (Italian Legislative Decree no. 206/2005 as amended by Italian Legislative Decree 21/2014) and by Italian Legislative Decree 9 April 2003, no. 70, on e-commerce rules.

#### **19. COMPETENT COURT**

Subject to the mandatory rules of law and without prejudice to the performance of mandatory conciliation procedures, any dispute concerning the validity, execution or interpretation of these access conditions and the respective effects will be dealt with under the jurisdiction: a) of the Court of the location of residence or domicile of the User who purchased a subscription, if resident or domiciled in Italy; b) exclusively of the Court of Turin, in any other case.

The User is entitled to seek an out-of-court settlement of disputes regarding consumer relationships through the procedures set out in Part V, Title II-bis of the Consumer Code (ADR – Alternative Dispute Resolution). With reference to possible alternative means of dispute resolution, the User is informed that the EU has created the Online Dispute Resolution (ODR) platform for consumer disputes. The ODR platform can be found at the following address <u>https://ec.europa.eu/consumers/odr/main</u>. Through the ODR platform the

Purchaser can consult a list of ADR organisations, find the link to the website of each of them and begin an online procedure to resolve their dispute.

Further information on alternative/online dispute resolution procedures can be found at the following link: <a href="https://europa.eu/youreurope/business/dealing-with-customers/solving-disputes/online-dispute-resolution/index\_en.htm">https://europa.eu/youreurope/business/dealing-with-customers/solving-disputes/online-dispute-resolution/index\_en.htm</a> .

This is without prejudice to the rights of the User to take action in the ordinary courts in relation to the dispute deriving from these Terms and Conditions or the Contract, regardless of the outcome of any out-of-court procedures.

Version V2 dated June 24, 2020