

Terms of Use

myflorio™ ITP App

BY ACCEPTING THESE TERMS OF USE OR USING THE APP, YOU ARE WAIVING IMPORTANT LEGAL RIGHTS. THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES, DISCLAIMERS OF LIABILITY, AND **A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER**. PLEASE READ THEM CAREFULLY.

These Terms of Use (the “**Terms**”) govern your use of the mobile application “my florio™ ITP”, including the services and information available thereon (collectively, the “**App**”), and are a legal contract between you (“**User**” or “**you**”) and Florio GmbH, Wilhelm-Wagenfeld-Str. 22, 80807 Muenchen, Germany, telephone no.: +49 89 3219 7709-0, email: info@florio.com, entered in the commercial register of the District Court [Amtsgericht – AG] of Munich (register no: HRB 249347) (“**we**”, “**our**” or “**us**”). By accepting these Terms or using the App, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to the Terms, do not use the App.

IMPORTANT: PLEASE BE ADVISED THAT THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW YOU CAN BRING CLAIMS BETWEEN US AND YOU, INCLUDING THE ARBITRATION AGREEMENT BELOW. THESE TERMS OUTLINE HOW SUCH CLAIMS ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THESE TERMS. PLEASE REVIEW THE ARBITRATION AGREEMENT BELOW CAREFULLY, AS IT REQUIRES YOU TO RESOLVE ALL DISPUTES WITH US ON AN INDIVIDUAL BASIS AND, WITH LIMITED EXCEPTIONS, THROUGH FINAL AND BINDING ARBITRATION. YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. YOU ARE ALSO WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT. BY AGREEING TO THESE TERMS, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THESE TERMS AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

We may change these Terms at any time. We will notify you of any such changes by any reasonable means, including by posting such updated Terms on this page, through a link posted on the App, or by sending a notice to the e-mail address that you provided to us. **You accept any changes to the Terms by continuing to use the App after we post such changes.** In certain circumstances, the App may require that you re-accept these Terms in order to continue using the App; if you do not re-accept any such updated Terms, you may no longer use the App.

IMPORTANT: IN THE EVENT OF A MEDICAL EMERGENCY, PLEASE CALL EMERGENCY SERVICES (9-1-1 IN THE UNITED STATES) IMMEDIATELY.

1. ELIGIBILITY AND SUBJECT MATTER OF THE TERMS

The App is for patients with immune thrombocytopenia (“**ITP**”) and is intended to help such patients track their ITP journey. Specifically, users can record their treatment, platelet counts, wellbeing, medical condition related information and their lifestyle/activity with the aid of the App and use the App to create reports which users can share with their healthcare providers (each, a “**User Report**”).

By using the App, you represent that you are at least eighteen (18) years of age or, to the extent greater, the age of majority in the state in which you live (the “**Age of Majority**”). If you are under the Age of Majority, you may not use the App.

The App is intended for use solely by residents of the United States. You may not use the App if you reside outside of the United States.

The ways in which you use the App may also be controlled by the rules and policies of the distribution channel (e.g. the App Store or Google Play), from which you download the App. We may make the App available through one or more distribution channels at our discretion, and may remove the App from one or more distribution channels at any time.

You may choose to enter information about medicines you take for the treatment of ITP in the App. However, if you wish to report a side effect for a medicine, please contact the manufacturer of the medicine and immediately notify your healthcare provider. You can also report side effects of any prescription product directly to the FDA at: www.fda.gov/medwatch

If you wish to report an incident or a complaint in relation with the usage of the App, you can do so by sending an email to help@florio.com.

2. **COSTS OF THE APP**

We currently make the App available to you at no cost. However, you are solely responsible for any fees charged by your service provider in connection with your downloading and use of the App (e.g., messaging or data fees, including any and all surcharges).

3. **PROVISION OF, AND CHANGES TO, THE APP**

The App requires a mobile device meeting certain technical requirements, as described in the distribution channel through which you obtain the App or as may otherwise be communicated to you by us from time to time. Each User is responsible for ensuring their device meets these technical requirements, as they may be updated from time to time.

We reserve the right to update, discontinue or change any features or the functionality of the App at any time and without prior notice to you. We will take reasonable steps to provide you with advance notice in the event that we decide to discontinue the App in its entirety. You alone are responsible for installing updates for the App. If you do not install updates, it is possible that you will no longer be able to access all functions of the App or continue using the App.

4. **YOUR OBLIGATIONS AS A USER**

You agree that all information you enter into the App is accurate and that you will keep it accurate and up-to-date. If you provide information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your personal details are untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of the App.

You may use the App only for the purpose of tracking your ITP-related information, as permitted by the functionality of the App made available to you. Any use for other purposes, in particular misuse of the App's functionalities, is not permitted. You agree not to use the App, or attempt to use the App, in order to:

- upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, fraudulent, harassing, insulting, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or racist, that glorifies violence, is pornographic, unethical or otherwise prohibited or objectionable;

- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- engage in unauthorized spidering, scraping, or harvesting of content or personal information, or use any other unauthorized means to compile information;
- take any action that imposes an unreasonable or disproportionately large load on the App network or infrastructure;
- transmit or otherwise make available any content that you do not have a right to make available, that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- alter, remove, obscure, or change the location, content, or appearance of any disclaimers, notices of copyright, trademark, service mark, or other proprietary rights, or other notices included in the App;
- take any action that could harm us, or any third party, or interfere with or disrupt the operation of the App or servers or networks connected to the App (including using any device, software, or routine to interfere or attempt to interfere with the proper working of the App or any activity conducted on the App or attempt to probe, scan, test the vulnerability of, or breach the security of any system or network);
- violate any applicable national or international rules and laws, as well as rights of third parties; or
- engage in any other conduct that restricts or inhibits any person from using or enjoying the App, or that, in our sole judgment, exposes us or any of our users, affiliates, or any other third party to any liability, damages, or detriment of any type.

You are responsible for maintaining the confidentiality of your account, password and other data and for monitoring and, if necessary, restricting access to your devices (and the App). You accept responsibility for all activities that occur under your account or from your devices in relation to the App. You agree to immediately notify us at help@florio.com of any unauthorized use of your account, or any other breach of security.

If you fail to observe the limits of permitted use of the App, we will – without prejudice to any other rights – be entitled to block your use of the App immediately.

Violations of these Terms may result in civil or criminal liability. We may investigate violations of these Terms and we may also work with law enforcement authorities to prosecute users who violate the Terms. We may suspend, disable, or terminate your access to the App for any or no reason at any time without notice or liability to you.

5. PRIVACY POLICY; ELECTRONIC COMMUNICATIONS

By using the App, you consent to the information collection, use and disclosure practices described in the Privacy Policy and expressly agree to the terms therein. You can access the Privacy Policy via the following link: <https://florio.com/my-florio-itp-legal-documents/>

You consent to transact with us electronically and to receive legal notices and other communications electronically, either by e-mail, push notifications (in accordance with your device settings), or by notifications within the App. You agree that any requirement that a communication be sent to you in writing is satisfied by such electronic communication and that you are responsible for maintaining an Internet browser, mobile device or computing equipment capable of accessing the App.

6. USER SUBMISSIONS

You remain fully responsible for the materials that you submit to, or make available via, the App, including text, images, photographs, videos, and comments (each, a “**User Submission**”). You agree not to provide User Submissions that are unlawful, infringe or violate the intellectual property or other rights of third parties or that are offensive or harmful. You may only submit User Submissions that are original and that you have the right to submit.

You continue to own any User Submissions that you submit through the App, but by submitting a User Submission, you grant us a royalty-free, irrevocable, perpetual, non-exclusive, worldwide, fully sub-licensable license to publish, reproduce, distribute, display, perform, edit, adapt, modify, and otherwise use your User Submissions (or any portion thereof) (a) to provide the App in any form, media, or technology now known or later developed; (b) to provide the functionalities described herein (including generating User Reports); (c) for research purposes; or (d) for our internal business purposes, including the improvement and further development of the App and our other services. You hereby waive any moral rights you may have in your User Submissions.

You understand and agree that we are not responsible for any User Submissions. We are not obligated to publish or use your User Submissions. We may, but are not required to, review, edit, delete, or disable access to your User Submissions at any time, without prior notice and in our sole discretion, for any or no reason.

You remain solely responsible for your interactions with others in connection with the App, including your sharing of User Reports generated by the App with any healthcare professionals or other third parties. You agree to take all necessary precautions to protect your personal information, safety, and security in all interactions with others.

7. INTELLECTUAL PROPERTY

The App is protected under the copyright, trademark, and other intellectual property laws of the United States and other jurisdictions. You acknowledge that all intellectual property rights in the App are owned by us or our third-party licensors to the full extent permitted under the law. Except for your own User Submissions and User Reports, you may not publish, reproduce, distribute, display, perform, edit, adapt, modify, or otherwise exploit any part of this App without our written consent. You agree to use the App only for your own personal and non-commercial use. We do not grant you the right to use the App for any other purpose. You acknowledge that you have no right to have access to the App in source-code form.

You agree not to rent, lease, lend, sell, redistribute, sublicense, copy, reverse engineer, decompile, disassemble, translate, modify, distribute copies of, make available, adapt, or create derivative works based on the App or such software, without prejudice to your rights to make a back-up copy of such software.

As between you and us, we alone own all right, title and interest in and to the App and any suggestions, ideas, enhancement requests, feedback, or recommendations you provide for the App, all of which are hereby assigned by you to us without any compensation to you. You hereby acknowledge that you do not acquire and have no rights, title, or other interests in or to the App other than the limited right to access and use the App in accordance with these Terms.

All rights in the product names, company names, trade names, logos, service marks, trade dress, slogans, product packaging, and designs of the App, whether or not appearing in large print or with the trademark symbol, belong exclusively to us or our affiliates or licensors, or with respect to third party products identified in the App, the applicable product or intellectual property owner, and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international laws pertaining to the protection of intellectual property. The use or misuse of names

and marks or any materials, except as authorized herein, is expressly prohibited, and nothing stated or implied on the App confers on you any license or right under any of our patents, trademarks, or copyrights, or under any patents, trademarks, or copyrights of our affiliates, licensors, or any third party.

8. AVAILABILITY OF THE APP

We cannot and do not make any guarantees that the App will be available at all times or at any specific time(s). We will have no liability or other obligation to you in the event of any service interruptions or other faults or errors.

If you notify us of any defect or fault in the App, we will reasonably investigate the issue and try to repair the defect or fault. Please note that, in some cases, repairing a fault or defect may require you to install an update that we provide to you. You can uninstall or remove the App from your device if you no longer wish to use it.

Examples of circumstances in which the App may not be available include (but are not limited to) the following:

- if the defect or fault in the App results from you having amended or modified the App (including its software or content) or in any way used the App outside the scope of its normal and intended access and its intended usage;
- if the defect or fault in the App results from an issue with your device;
- in case of technical malfunctions; or
- if we decide not to support a particular device or operating system or version thereof.

9. LINKS TO THIRD-PARTY CONTENT OR SERVICES

The App may contain links to third-party content or services. We do not control, endorse, sponsor, recommend, or otherwise accept responsibility for such content or services. Use of any linked third-party content or service is at your own risk and may be subject to the third-party's terms of use and privacy policy.

10. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY

THE PROVISIONS IN THIS SECTION APPLY ONLY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW.

YOUR USE OF THE APP IS AT YOUR OWN RISK. THE APP IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND WE AND OUR RESPECTIVE SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND ASSIGNS (COLLECTIVELY, "THE DISCLAIMING PARTIES") HEREBY DISCLAIM ANY LIABILITY, INCLUDING ANY LIABILITY FOR PERSONAL INJURY, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING FOR ANY PURPOSE RELATING TO OR RESULTING FROM ACCESS TO OR USE OF THE USER REPORTS, OR THE INFORMATION, CONTENT, USER SUBMISSIONS, AND OUTPUTS OF THE APP, AS WELL AS THE APP ITSELF. THE DISCLAIMING PARTIES DO NOT WARRANT THE AVAILABILITY, ADEQUACY, CURRENCY, ACCURACY, LIKELY RESULTS, OR COMPLETENESS OF THE APP, USER REPORTS, OR ANY THIRD-PARTY SITES LINKED TO OR FROM THE APP, OR THAT THE FUNCTIONS PROVIDED WILL BE UNINTERRUPTED, VIRUS-FREE, OR ERROR-FREE, AND DISCLAIM ANY SUCH WARRANTY, EXPRESS OR IMPLIED. THE DISCLAIMING PARTIES EXPRESSLY DISCLAIM ANY LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE USER REPORTS OR ANY INFORMATION, OR CONTENT INCLUDED IN THE APP OR ANY

THIRD-PARTY SITES LINKED TO OR FROM THE APP. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

YOU EXPRESSLY ACKNOWLEDGE THAT THE APP DOES NOT PROVIDE, AND IS NOT INTENDED TO PROVIDE, MEDICAL ADVICE AND THAT NEITHER WE NOR ANY OF THE DISCLAIMING PARTIES PROVIDE OR INTEND TO PROVIDE MEDICAL ADVICE THROUGH THE APP. THE PROVISION OF MEDICAL ADVICE IS THE RESPONSIBILITY OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS. IF YOU PROVIDE ONE OR MORE USER REPORT(S) TO YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONAL, IT IS SOLELY YOUR RESPONSIBILITY TO CHECK THE USER REPORT TO MAKE SURE IT IS ACCURATE, COMPLETE AND UP-TO-DATE, AND IN NO EVENT SHOULD THE USER REPORT BE RELIED ON FOR THE PURPOSE OF MAKING A DIAGNOSIS OR TREATMENT DECISION. THE APP IS NOT INTENDED TO BE USED FOR DIAGNOSTIC OR THERAPEUTIC PURPOSES. THE APP (INCLUDING ANY CONTENT SUPPLIED WITHIN THE APP OR IN A USER REPORT) IS NOT INTENDED TO BE USED IN PLACE OF (A) THE ADVICE OF YOUR PHYSICIAN OR OTHER HEALTHCARE PROFESSIONALS, OR (B) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER HEALTHCARE PROFESSIONALS. SHOULD YOU HAVE ANY HEALTH-RELATED ISSUES OR QUESTIONS DURING YOUR USE OF THE APP, PLEASE CONTACT YOUR PHYSICIAN OR OTHER HEALTHCARE PROFESSIONAL PROMPTLY. THE APP DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT OR OTHER PROFESSIONAL RELATIONSHIP BETWEEN YOU AND US. YOUR PHYSICIAN MUST EXERCISE INDEPENDENT PROFESSIONAL JUDGMENT AT ALL TIMES.

YOU EXPRESSLY ACKNOWLEDGE THAT THE APP IS NOT A TOOL FOR REPORTING SUSPECTED SIDE EFFECTS (ALSO KNOWN AS ADVERSE EVENTS) OF YOUR MEDICINES AND DOES NOT STORE OR SUBMIT ADVERSE EVENT REPORTS. PLEASE CONSULT YOUR HEALTHCARE PROVIDER WITH ANY QUESTIONS OR CONCERNS YOU MAY HAVE REGARDING YOUR HEALTH CONDITION. IF THERE IS ANY DEFECT AS TO THE CONTENT OF THE APP YOU SHOULD CONTACT help@florio.com.

WITHOUT LIMITING THE ABOVE, YOU ARE HEREBY ADVISED AND SHOULD BE AWARE THAT THE APP AND ANY INFORMATION OR CONTENT INCLUDED THEREIN OR ANY OUTPUTS THEREFROM ARE SO PROVIDED ON THE CONDITION, AND BASED ON THE ASSUMPTION, THAT YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR YOUR HEALTH AND MEDICAL CARE. YOU HEREBY ACKNOWLEDGE AND AGREE TO THE FOLLOWING DISCLAIMERS, ALONG WITH ANY NOTICES OR DISCLAIMERS DISPLAYED ON SCREEN UPON ACCESSING OR USING THE APP, WHICH APPLY IN ADDITION TO AND NOT IN LIMITATION OF THE TERMS: (A) THE APP AND ANY INFORMATION OR CONTENT INCLUDED THEREIN OR ANY OUTPUTS THEREFROM, ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED TO, AND DO NOT, SUBSTITUTE FOR THE PROFESSIONAL INQUIRY, RESEARCH, EXPERTISE OR JUDGMENT OF PHYSICIANS, PHARMACISTS OR ANY OTHER HEALTHCARE PROFESSIONALS IN DIAGNOSING AND TREATING PATIENTS; YOUR RELIANCE UPON ANY CONTENT OR INFORMATION PROVIDED THROUGH THE APP IS SOLELY AT YOUR OWN RISK; (B) WE AND THE APP ARE NOT AWARE OF ALL OF YOUR CIRCUMSTANCES, CONDITIONS AND MEDICAL HISTORY, ALL OF WHICH ARE RELEVANT TO PROVIDE GOOD CLINICAL CARE; (C) WE AND THE APP DO NOT VALIDATE OR VERIFY THE INFORMATION RECEIVED FROM YOU AND THEREFORE WE CANNOT BE RESPONSIBLE FOR THE ACCURACY OR QUALITY OF THE USER REPORTS, OR THE OTHER INFORMATION PROVIDED BY THE APP; (D) THE INFORMATION, DATA, SYSTEMS AND OUTPUTS PROVIDED BY THE APP ARE NOT EXHAUSTIVE AND CANNOT BE RELIED UPON AS COMPLETE AND ARE DEPENDENT ON YOUR CORRECT USE OF THE APP AND THE RELATED PRODUCTS; AND (E) ALTHOUGH THE APP, AND ANY INFORMATION OR CONTENT INCLUDED THEREIN OR ANY OUTPUTS THEREFROM, MAY BE UPDATED FROM TIME TO

TIME, NO WARRANTY IS PROVIDED THAT SUCH INFORMATION, CONTENT AND OUTPUTS ARE CURRENT OR ACCURATE AT ANY GIVEN TIME.

IN NO EVENT WILL WE OR THE DISCLAIMING PARTIES BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, OR OTHER DAMAGES WHATSOEVER ARISING IN CONNECTION WITH THESE TERMS OR THE USE OF THE APP, INCLUDING IN THE EVENT OF ANY INTERRUPTION IN AVAILABILITY OF THE APP, DELAY IN OPERATION OR TRANSMISSION, ANY VIRUS OR OTHER DESTRUCTIVE CODE, LOSS OF DATA, OR THE USE, MISUSE, OR MANIPULATION IN ANY MANNER WHATSOEVER OF THE APP OR THE DATA COLLECTED THROUGH THE APP, EVEN IF ONE OR MORE OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. IF YOU ARE DISSATISFIED WITH THE APP, YOUR SOLE REMEDY IS TO STOP USING THE APP AND TO CLAIM UP TO ONE HUNDRED DOLLARS (\$100) IN DEMONSTRABLE HARM ARISING OUT OF OR CONNECTED WITH THE APP.

PLEASE NOTE THAT WE ONLY PROVIDE THE APP FOR DOMESTIC AND PRIVATE USE. YOU AGREE NOT TO USE THE APP FOR ANY COMMERCIAL OR BUSINESS PURPOSES, AND WE HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY.

11. JURISDICTIONAL ISSUES

The App is intended for use only by persons residing in the United States. We make no representations that the App is appropriate for users residing in countries other than the United States, which countries may have different legal or regulatory requirements or restrictions applicable to the App. Those who choose to access the App from locations outside the United States do so on their own initiative and are responsible for compliance with national and local laws, if and to the extent national and local laws are applicable.

12. INDEMNIFICATION

You agree to indemnify, defend and hold us, and our respective subsidiaries, affiliates, directors, officers, employees, agents and assigns, harmless from and against any and all loss, costs, expenses (including reasonable attorneys' fees and expenses), claims, damages and liabilities related to or associated with your use of the App or any User Report and any alleged violation by you of these Terms. We reserve the right to assume the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide us with such cooperation as we reasonably request.

13. TRANSFER OF RIGHTS AND OBLIGATIONS TO THIRD PARTIES

We may transfer or license our rights and all or a part of our obligations under these Terms to our affiliates or to any third party, and may subcontract certain activities to our third party vendors and business partners. We will inform you in advance of any transfer of these Terms (in their entirety) to a third party other than our affiliates. You may not transfer your rights and obligations under these Terms to any other party.

14. TERMINATION

We reserve the right in our sole discretion, immediately and without notice, to suspend or terminate your ability to access the App at any time. Any such termination will not limit in any respect our rights to enforce and prosecute any violations of these Terms.

These Terms shall survive termination of your access to the App for any reason, except for any obligation on us to provide you with the App. For clarity, we may continue to use and disclose data

provided by you or collected in connection with your use of the App for any purposes that you have previously consented to. See the Privacy Policy for details.

If you uninstall the App at any time, any information or data you have entered into the App will no longer be accessible to you, however, we may retain, use, and disclose the information or data, including the User Submissions, consistent with our Privacy Policy.

15. **BINDING ARBITRATION AND CLASS ACTION WAIVER**

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT AFFECTS YOUR RIGHTS. BY AGREEING TO BINDING ARBITRATION, YOU WAIVE YOUR RIGHT TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE YOUR CASE.

IN ORDER TO EXPEDITE THE RESOLUTION AND CONTROL THE COST OF DISPUTES, WE AGREE AND YOU AGREE THAT ANY LEGAL OR EQUITABLE CLAIM, DISPUTE, ACTION OR PROCEEDING ARISING FROM OR RELATED TO THE APP OR THESE TERMS, WHETHER CONTRACTUAL OR OTHERWISE ("DISPUTE") WILL BE RESOLVED AS FOLLOWS TO THE FULLEST EXTENT PERMITTED BY LAW:

NOTICE OF DISPUTE. IN THE EVENT OF A DISPUTE, YOU OR WE MUST GIVE THE OTHER A NOTICE OF DISPUTE, WHICH IS A WRITTEN STATEMENT THAT SETS FORTH THE NAME, ADDRESS, AND CONTACT INFORMATION OF THE PARTY GIVING IT, THE FACTS GIVING RISE TO THE DISPUTE, AND A PROPOSED SOLUTION (THE "NOTICE OF DISPUTE"). YOU MUST SEND ANY NOTICE OF DISPUTE TO US AT help@florio.com. WE WILL SEND ANY NOTICE OF DISPUTE TO YOU BY EMAIL TO THE EMAIL ADDRESS THAT YOU HAVE PROVIDED TO US. YOU AND WE WILL ATTEMPT TO RESOLVE ANY DISPUTE THROUGH INFORMAL NEGOTIATION WITHIN SIXTY (60) DAYS FROM THE DATE THE NOTICE OF DISPUTE IS SENT. AFTER SIXTY (60) DAYS, YOU OR WE MAY COMMENCE ARBITRATION.

ARBITRATION AND RIGHT TO OPT-OUT. IF THE DISPUTE IS NOT RESOLVED BY INFORMAL NEGOTIATION, YOU AND WE AGREE TO RESOLVE THE DISPUTE, WHETHER CONTRACTUAL OR OTHERWISE, THROUGH FINAL AND BINDING ARBITRATION. YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. IF YOU WANT TO PRESERVE YOUR RIGHT TO BRING YOUR CLAIMS IN COURT OR HAVE A JURY RESOLVE THE DISPUTE, YOU CAN DECLINE THIS AGREEMENT TO ARBITRATE BY CONTACTING OUR CUSTOMER SERVICE AT help@florio.com AND SUBMITTING THE OPT-OUT FORM WITHIN THIRTY (30) DAYS OF FIRST ACCEPTING THIS AGREEMENT.

ARBITRATION PROCEDURES. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") WILL ADMINISTER ANY ARBITRATION UNDER ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES. ANY ARBITRATION WILL BE ADJUDICATED BY ONE (1) ARBITRATOR SELECTED BY AAA. THE ARBITRATION WILL TAKE PLACE WITHIN ONE HUNDRED (100) MILES OF THE CLAIMANT. THE AAA RULES WILL GOVERN PAYMENT OF ALL ARBITRATION FEES. WE WILL PAY ALL ARBITRATION FEES FOR CLAIMS LESS THAN SEVENTY-FIVE THOUSAND DOLLARS (\$75,000). IF YOU RECEIVE AN ARBITRATION AWARD THAT IS MORE FAVORABLE THAN ANY OFFER WE MAKE TO RESOLVE THE CLAIM, WE WILL PAY YOU ONE THOUSAND DOLLARS (\$1,000) IN ADDITION TO THE AWARD. WE WILL NOT SEEK ATTORNEYS' FEES AND COSTS IN ARBITRATION UNLESS THE ARBITRATOR DETERMINES THAT YOUR CLAIM IS FRIVOLOUS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY PUNITIVE DAMAGE AWARD OR CLAIM IS HEREBY WAIVED AND FORFEITED BY YOU.

GOVERNING LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TERMS AND ANY DISPUTE THAT MIGHT ARISE BETWEEN YOU AND WE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS.

CLASS ACTION WAIVER. ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS AND YOU AGREE TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. NEITHER YOU NOR WE WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

INJUNCTIVE RELIEF. EITHER PARTY MAY BRING A LAWSUIT SOLELY FOR INJUNCTIVE RELIEF TO STOP UNAUTHORIZED USE OR ABUSE OF THE APP, OR INTELLECTUAL PROPERTY INFRINGEMENT (FOR EXAMPLE, TRADEMARK, TRADE SECRET, COPYRIGHT, OR PATENT RIGHTS) WITHOUT FIRST COMMENCING AN ARBITRATION. IF THE AGREEMENT TO ARBITRATE IS FOUND NOT TO APPLY TO YOU OR YOUR CLAIM, YOU AGREE TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS IN THE STATE OF NEW YORK TO RESOLVE YOUR CLAIM.

16. NOTICE TO APPLE APP STORE USERS

The provisions of this Section only apply to you if you obtained the App from the App Store. You acknowledge that these Terms are between you and us only, not with Apple, and Apple is not responsible for the App or the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App to you; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the App or your possession and use of the App infringe that third party's intellectual property rights. You may access and use the App only on Apple-branded products that you own or control and as permitted by the usage rules set forth in the App Store Terms of Service. You agree to comply with any applicable third party terms when using the App. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms.

17. MISCELLANEOUS

When using the App, you agree to comply with and are subject to any posted guidelines, rules, or supplemental terms applicable to such services or features, as may be posted from time to time. All such guidelines, rules, or terms are hereby incorporated by reference into the Terms.

If any provision of these Terms is found to be illegal or unenforceable, that provision will be severed, with the remainder of the Terms remaining in full force and effect.

Unless otherwise specified herein, these Terms constitute the entire agreement between you and us with respect to your use and our provision of the App, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us. Our failure to enforce any provisions of these Terms or respond to a violation by any party does not waive our right to subsequently enforce any terms or conditions of the Terms or respond to any violations.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your access to and use of the App.

For purposes of these Terms (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; and (b) the word "or" is not exclusive.

18. **CONTACT**

You can contact us by sending an email to our team at help@florio.com. We can also be reached at the following address: Wilhelm-Wagenfeld-Str. 22, 80807 Muenchen, Germany, email: info@florio.com and following telephone number telephone no.: +49 89 3219 7709-0.