

# Terms of Use

## florio® ITP App

Subject to the acceptance of these Terms of Use by you, the "**User**", Florio GmbH, Wilhelm-Wagenfeld-Str. 22, 80807 München, Germany, telephone no.: +49 89 321 977 090, email: info@florio.com, entered in the commercial register of the District Court [Amtsgericht – AG] of Munich (register no: HRB 249347), VAT ID: DE327229463 ("**Florio GmbH**"), offers the mobile application florio® ITP (the "**App**") and the services and information available on the App.

### 1. **SUBJECT MATTER OF THE AGREEMENT**

- 1.1 These Terms of Use apply between Florio GmbH and the User of the App. The App is made available to the User via the Apple App Store and the Google Play Store.
- 1.2 The contractual relationship between Florio GmbH and the User of the App is on the basis of these Terms of Use and covers the operation and provision of the App. The App is conceived for patients with immune thrombocytopenia (ITP) and is intended to help better manage the treatment of ITP. The Users can record their medical condition, their lifestyle and their treatment with the aid of the App and an optional wearable (e.g. smart watch) that they might have connected to platforms such as Apple HealthKit or Google Fit.
- 1.3 In order to use the App and accept the Terms of Use, Users must be at least 18 years of age. If you are under 18, you must ask your legal representative (e.g. your parents, primary carer or legal guardian) to register your profile in your name and to agree to the use of the App and to these Terms of Use.
- 1.4 Your acceptance of these Terms of Use creates a legally binding contract between you as the User and Florio GmbH as the party responsible for the App.
- 1.5 The ways in which you use the App may also be controlled by the rules and policies of the Apple App Store/Google Play Store from which you download the App (the "App Store").

### 2. **COSTS OF THE APP AND ITS USE**

- 2.1 Florio GmbH makes the App available to you, the User, without you having to pay any money in return. Florio GmbH will receive personal data from you which Florio GmbH may use for the purposes described here and in the Privacy Policy. For details in this regard, please see clause 7 of these Terms of Use as well as our separate Privacy Policy for the App. As outlined in the App Privacy Policy, we may use your non-identifiable data to support scientific research in compliance with the applicable data protection rules.
- 2.2 Downloading the App to your device and using the App via the Internet may lead to incurring costs that you will have to pay to your service provider.

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

- 3.1 In the case of an iPhone device, it supports the latest major iOS version and at least one below. In the case of Android devices, at least Android v9.0 or later is needed. Each User is responsible him- or herself for meeting the technical requirements for use of the App. The App does not support dynamic text functionalities; accordingly, each User is required to run

the App with text settings of their mobile device which ensure readability of texts and App notifications.

- 3.2 Florio GmbH will provide necessary updates for the App from time to time, e.g. security updates or technical updates necessary for an undisturbed operation of the App. As the User, you alone are responsible for installing updates for the App. If you do not install due updates, it is possible that you will no longer be able to access all functions of the App or use the App. Besides updates, Florio GmbH reserves the right to change individual functionalities of the App, in particular to extend, limit or discontinue these, or to change the user interface of the App, while taking reasonable account of your interests, if there is a valid reason for such a change, such as a necessity to adapt the App to a new technical environment (e.g. changed operating systems), an increased number of users, new or changed patient needs, new medical or scientific findings regarding ITP, new medications or therapies for ITP, or regulatory requirements, or another important operational reason.
- 3.3 In line with regulatory requirements, the software version's lifetime ends with the availability of a new version in the respective App Store. Florio may discontinue the support of an obsolete version at any point in time. You may continue to use florio® ITP by switching to the most recent version of the App.

#### 4. **SIGN-UP AND CONCLUSION OF THE AGREEMENT ON USE OF THE APP**

4.1 Sign-up and conclusion of the agreement for the App will be in English.

4.2 The following steps are necessary for the User to sign-up and activate the App:

- The User downloads the App in the App Store and installs it on his/her smartphone.
- During the sign-up process, the User will be asked to provide user credentials incl. e-mail address and password and other information. After registration, a security code will be sent to the User's e-mail address which needs to be entered in the App in order to proceed with the sign-up process.
- The User is required to acknowledge that the App cannot be used for reporting side effects of a medicine.
- The User will be given the opportunity to read the Terms of Use and the Privacy Policy. The User can retrieve the documents from the named links, take notice of and download them. The User has to accept the Terms of Use and confirm that the User is at least 18 years old. In addition, the User has to consent to the processing of his/her data including health data pursuant to the Privacy Policy in order to continue with the sign-up process.
- On conclusion of all steps, the sign-up process is completed and the User declares his/her binding acceptance of the offer to create an agreement with Florio GmbH for the use of the App on the basis of these Terms of Use ("**User Agreement**").
- Florio GmbH will not store the text of the User Agreement after the agreement has been concluded. Florio GmbH will store the circumstances relating to the conclusion of the agreement and will thus be able to assess at which time the User agreed to which version of the Terms of Use. Thus, on request, the User can also be provided with the version of Terms of Use that he/she has agreed to.

4.3 The User can terminate the registration process at any time and/or suspend the process and resume it at a later point. The User can check for any errors in the information that he

or she has entered and, if necessary, correct these by unticking any boxes that have been ticked before sending and/or ticking unticked boxes before sending.

5. **RIGHT OF WITHDRAWAL**

5.1 **As a consumer, you have a right of withdrawal in accordance with the statutory provisions.**

5.2 **The right of withdrawal is governed by the provisions set out in the following notice of the right of withdrawal:**

**NOTICE OF THE RIGHT OF WITHDRAWAL:**

(a) **Right of withdrawal**

**You have the right to withdraw from this User Agreement within 14 days without giving any reasons.**

**The withdrawal period is 14 days from the day of the conclusion of the User Agreement.**

**To exercise your right of withdrawal, you must inform us, Florio GmbH (Wilhelm-Wagenfeld-Straße 22, 80807 München, telephone number: +49 89 321 977 090, email address: [info@florio.com](mailto:info@florio.com)), by making an unambiguous declaration (e.g. a letter sent by post, or an email) of your decision to withdraw from this User Agreement. For this purpose, you may use the following sample withdrawal form, but you are not obliged to do so:**

<b>Sample withdrawal form</b>	
To Florio GmbH, Wilhelm-Wagenfeld-Str. 22, 80807 Munich, Germany:	
I hereby withdraw from the agreement I entered into on the use of the florio® ITP App dated [ <i>insert date on which you agreed to the Terms of Use</i> ]	
Name of the consumer:	_____
Address of the consumer:	_____
Signature of the consumer (only for notifications of revocation in paper form):	_____
Date:	_____

**In order to observe the withdrawal period, it is sufficient that you send the notification that you are exercising your right of withdrawal before the withdrawal period expires.**

(b) **Consequences of withdrawal**

**If you withdraw from this User Agreement, we must return to you any payments which we have received from you without undue delay and not later than 14 days from the day on which we received the notification that you are revoking this User Agreement.**

**Any personal data you may have provided when signing up for or using the App will be handled in accordance with Regulation (EU) 2016/679, the so-called General Data Protection Regulation (GDPR). Your rights regarding personal data are outlined in our App Privacy Policy, which can be accessed via the link indicated in clause 8.**

**We must also refrain from using any content, other than personal data, which you have provided or created when using the App, except where such content (i) has no utility outside the context of the App, (ii) only relates to your activity when using the App, (iii) has been aggregated with other data by us and cannot be disaggregated or only with disproportionate efforts, or (iv) has been generated jointly by you and others, and other users are able to continue to make use of the content.**

**Except in the situations referred to in points (i), (ii) or (iii) of the previous paragraph, you have the right to request that we make available to you any content, other than personal data, which you have provided or created when using the App. You are entitled to retrieve such digital content free of charge, without hindrance from us, within a reasonable time and in a commonly used and machine-readable format.**

**You have to delete the App from your devices and stop all use of it without undue delay. We have the right to prevent any further use of the App by you, in particular by making the App inaccessible to you or disabling your user account, without prejudice to your right to receive content, other than personal data, which was provided or created by you when using the App.**

**– End of the notice of the right of withdrawal –**

## **6. YOUR OBLIGATIONS AS A USER**

- 6.1 To ensure optimal usability of the App, it is important that the data you enter in the App (e.g. regarding administration of medication or symptoms) are always truthful, up-to-date and complete.
- 6.2 You may use the App only within the intended scope of performance and for the permitted purposes, see clause 1.2. Any use for other purposes, in particular misuse of the App's functionalities contrary to the permitted purpose, is not permitted. You agree not to use the App in particular in order to:
- (a) upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, fraudulent, harassing, insulting, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful or racist, that glorifies violence, is pornographic, unethical or otherwise prohibited or objectionable;
  - (b) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - (c) 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;
  - (d) interfere with or disrupt the App or servers or networks connected to the App; and/or

- (e) violate any applicable national or international rules and laws, as well as rights of third parties.

6.3 You are responsible for maintaining the confidentiality of your 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. Florio GmbH will use reasonable and industry-standard security measures to protect your account from unauthorised access. You agree to immediately notify Florio GmbH of any unauthorised use of your account, or any other breach of security. If you fail to notify Florio GmbH accordingly, Florio GmbH might not be able to prevent such unauthorised access or other breach of security or take corresponding security measures.

6.4 If you fail to observe the limits of permitted use of the App, Florio GmbH will – without prejudice to any other rights (including termination of the User Agreement without notice for good cause) – be entitled to block your use of the App immediately. Florio GmbH is also entitled to delete all data of the User stored in the App if there are justified indications that the User is using the App, either in full or in part, to store content that violates the law.

## 7. **PRIVACY POLICY**

7.1 Florio GmbH will process your personal data as part of your use of the App and for other purposes. This includes that you will need to provide some information relating to you (“Personal Data”), including your health information, in order to make full use of the App as it is intended to be used. Florio GmbH’s intended processing activities, purposes, legal bases and other information are described in the Privacy Policy (available at the following link: <https://florio-itp.com/legal>). You acknowledge that the Privacy Policy has been notified to you in advance of contracting with Florio GmbH under these Terms of Use and that you have read it and understood it.

7.2 If Florio GmbH needs to contact you, it may do so by sending you notifications within the App.

## 8. **LICENCE AND INTELLECTUAL PROPERTY (IP)**

8.1 Florio GmbH grants you a personal, non-transferable, non-sublicensable, non-exclusive, revocable licence to use the App for your personal, non-commercial use, as described in these Terms of Use, for the period in which you access the App. Any software provided through or used to operate the App is licensed, not sold, to you by Florio GmbH. You acknowledge that you have no right to have access to the App in source-code form. Florio GmbH may notify you, by notice within the App or otherwise, that the App contains software governed by the licence of a third party and you agree to abide by the terms of the App.

8.2 You have no right 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 or to decompile the software pursuant to the applicable copyright provisions.

## 9. **AVAILABILITY OF THE APP**

9.1 Florio GmbH will endeavour to ensure that the App is always available; however, Florio GmbH cannot give any assurance that the App will be available at all times. The User does not have any right to the App and the functions offered being available at all times or to a specific availability being guaranteed by Florio GmbH. Florio GmbH is not obliged to ensure

that the App can be accessed at all times without any interruptions or faults, and does not assume any liability for this.

9.2 If you notify Florio GmbH of any defect or fault in the App, as a result of which it fails to perform in accordance with the documents provided with the App (such as instructions and manuals) in all material respects, Florio GmbH will investigate this 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 Florio GmbH provides to you. You can uninstall or remove the App from your device if you no longer wish to use it.

9.3 It may be that the App is not available in the following cases, for example:

- (a) 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;
- (b) if the defect or fault in the App results from an issue with your device,
- (c) in case of technical malfunctions.

## 10. **EXCLUSION OF LIABILITY**

10.1 Florio GmbH does not make any guarantees or representations other than those explicitly mentioned in these Terms of Use.

10.2 The App has not been developed to meet your individual needs. Please check that the facilities and functions of the App (as described in the App Store) meet your needs.

10.3 Florio GmbH is not providing, and does not intend to provide, medical advice through the App; the provision of medical advice is the responsibility of your physician or other medical professionals. The App itself is not intended to be used for diagnostic or therapeutic purposes. The App (including any content supplied within the App) is not intended to be used in place of the advice and visit of or a 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, therapist-patient or other professional relationship between you and Florio GmbH. Your physician must exercise independent professional judgment at all times. It is imperative that you adhere exclusively to the treatment plan provided by your physician. Although Florio GmbH makes reasonable efforts to update the information provided in the App, Florio GmbH makes no representations or guarantees, whether expressed or implied, that such information is accurate, complete or up-to-date. The use and management of this content are exclusively your own responsibility.

10.4 Where the App links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by Florio GmbH of those linked websites or information you may obtain from them. Florio GmbH has no control over the content of these websites or resources.

## 11. **Defects and limitation of liability**

11.1 Your statutory rights apply in case of defects in the App.

11.2 Neither Florio GmbH nor anything in these Terms of Use limits liability or excludes any liability that cannot be limited or excluded under applicable law, in particular

- (a) liability for death or physical injury that has been caused by intent or negligence of Florio GmbH;
- (b) liability in case Florio GmbH has fraudulently concealed a defect;
- (c) liability in the case of claims under the applicable rules on product liability and under the law governing medical devices.

11.3 In the event that you suffer losses or damages caused by negligence on the part of Florio GmbH or its agents, Florio GmbH is liable only to the extent that the loss or damage is typical to the contract and foreseeable at the time of conclusion of the contract. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the agreement was entered into, both Florio GmbH and you knew it might happen.

11.4 Florio GmbH is not liable in the event of improper use of the App.

## 12. **TRANSFER OF RIGHTS AND OBLIGATIONS TO THIRD PARTIES**

12.1 Florio GmbH may transfer its rights and obligations under these Terms of Use to a third party. In this case, Florio GmbH will inform you in advance of the transfer to the third party accordingly in the App. You will have the right to terminate the agreement immediately if you do not agree to the transfer.

12.2 You may not transfer your rights and obligations under these Terms of Use to another party.

## 13. **TERMINATION AND DISCONTINUATION OF USE OF THE APP**

13.1 You may terminate this User Agreement without notice at any time and without giving any reasons by contacting Florio GmbH (see clause 17 of these Terms of Use) or by uninstalling the App. If you terminate these Terms of Use, you can no longer use the App or call up the data and information stored in the App. Any statutory right to receive content other than personal data, which was provided or created by you when using the App, remains unaffected.

13.2 Florio GmbH may terminate this Agreement by giving the User 3 months prior notice by notifying the User in the App. The Agreement will terminate at the end of the month in which the 3 months notice period expires. The Agreement also terminates in the event that the software version's lifetime ends and Florio discontinues its support due to regulatory requirements.

13.3 The termination of your account will mean that

- (a) your access to all the services within the App is revoked,
- (b) you are not allowed to further use the App.

## 14. **CHANGES TO THE TERMS OF USE**

14.1 Florio GmbH reserves the right to change these Terms of Use. You will be informed of any changes to the Terms of Use within the App. The changes will become effective as soon as you accept the changed terms. To do this, tick the corresponding box in the App. The currently applicable version of the Terms of Use can be accessed via the App (under "Frequently Asked Questions" and the "About" Page).

14.2 Furthermore, Florio GmbH reserves the right to change the Terms of Use without seeking the separate consent of the User

- (a) if the change to the Terms of Use is only advantageous for the User; or
- (b) if the change relates solely to new services, functionalities or service components, and does not result in any change to the existing contractual and service relationship for the User.

**15. MISCELLANEOUS (INCL. APPLICABLE LAW)**

- 15.1 If any part of these Terms of Use is or becomes invalid or unenforceable, the remaining provisions will not be affected.
- 15.2 These Terms of Use, the User Agreement and any contractual or non-contractual disputes arising out of or in connection with the use of the App will be governed by and construed in accordance with the laws of Germany, without regard to its conflict of laws provisions.
- 15.3 If the User is a consumer and, at the time of using the App, his or her habitual abode is in a state other than the Federal Republic of Germany, the applicability of the mandatory legislation, regulations and laws of that state remains unaffected by the choice of law made above.

**16. ONLINE DISPUTE RESOLUTION AND DISPUTE RESOLUTION PROCEDURE**

- 16.1 The European Commission provides a platform for online dispute resolution (ODR). You can find it under <http://ec.europa.eu/consumers/odr>.
- 16.2 Florio GmbH is not obligated and not willing to participate in dispute resolution proceedings before a consumer arbitration board.

**17. CONTACT**

You can contact Florio GmbH by sending an email to the Florio- team at [info@florio.com](mailto:info@florio.com). We can also be reached at the following address: Florio GmbH, Wilhelm-Wagenfeld-Str. 22, 80807 München, Germany and the following telephone number +49 89 321 977 090.