

Terms & Conditions

TERMS OF USE

EFFECTIVE DATE: January 3, 2017

LAST UPDATED DATE: May 24, 2018

PLEASE READ THIS TERMS OF USE AGREEMENT (THE "TERMS") CAREFULLY. BY ACCESSING, BROWSING OR USING THE FILIPPO LORETI LTD ("FILIPPO LORETI") WEBSITE AVAILABLE AT WWW.FILIPPOLORETI.COM OR ANY WEBSITE WITH LINKS TO THIS AGREEMENT (THE "WEBSITE") IN ANY WAY OR CLICKING AN "I ACCEPT" OR SIMILAR BUTTON, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH FILIPPO LORETI, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS ON BEHALF OF YOURSELF OR THE COMPANY YOU WORK FOR, AND TO BIND THAT COMPANY TO THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, YOU MAY NOT ACCESS OR USE THIS WEBSITE.

THESE TERMS INCLUDE A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE MOST DISPUTES.

THESE TERMS LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

PLEASE NOTE THAT The Terms are subject to change by Filippo Loreti in its sole discretion at any time. When changes are made, Filippo Loreti will make a new copy of the Terms available at the Website. We will also update the "Last Updated" date at the top of the Terms. If we make any material changes, and you have provided us with your e-mail address, we will also send an e-mail to you at the last e-mail address you provided to us. Any changes to the Terms will be effective immediately for new users of the Website and will be effective for existing users upon the earlier of thirty (30) days after posting of notice of such changes on the Website or thirty (30) days after dispatch of an e-mail notice of such changes. Filippo Loreti may require you to provide consent to the updated Terms in a specified manner before further use of the Website is permitted. If you do not agree to any change(s) after receiving a

notice of such change(s), you shall stop using the Website. Otherwise, your continued use of the Website constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

Filippo Loreti LTD,
County Main Bailrigg,
Lancaster,
United Kingdom, LA1 4YD

1. **USE OF Filippo Loreti PROPERTIES.** The Website and the content and information available on the Website (“FILIPPO LORETI PROPERTIES”) are protected by copyright laws throughout the world. Subject to the Terms, Filippo Loreti grants you a limited license to reproduce portions of Filippo Loreti Properties for the sole purpose of using the Website for your personal purposes. Unless otherwise specified by Filippo Loreti in a separate license, your right to use any Filippo Loreti Properties is subject to the Terms.

1.1. CERTAIN RESTRICTIONS. The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Filippo Loreti Properties or any portion of Filippo Loreti Properties; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Filippo Loreti Properties (including images, text, page layout or form) of Filippo Loreti; (c) you shall not use any metatags or other “hidden text” using Filippo Loreti’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Filippo Loreti Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access Filippo Loreti Properties in order to build a similar or competitive website, application or service; and (g) except as expressly stated herein, no part of Filippo Loreti Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or

transmitted in any form or by any means. Any future release, update or other addition to Filippo Loreti Properties shall be subject to the Terms. Filippo Loreti, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of Filippo Loreti Properties terminates the licenses granted by Filippo Loreti pursuant to the Terms.

2. ORDER AND ACCEPTANCE.

2.1. ORDER ACCEPTANCE PROCESS. Each part of an order that you submit to Filippo Loreti constitutes an offer to purchase merchandise. If you have placed your order through the Website, then, after Filippo Loreti receives your order, you will receive an email from Filippo Loreti confirming receipt of your order (usually in minutes). If you do not receive an email from Filippo Loreti confirming receipt of an order that you placed, then please contact the Filippo Loreti Customer Service department at support@filippoloreti.com before you attempt to place another order for the same merchandise. Please note that Filippo Loreti's confirmation of receipt of your order does not equate to Filippo Loreti's acceptance of your order. Filippo Loreti is not deemed to have accepted any part of your order until the requested merchandise has been shipped and Filippo Loreti has sent a shipment confirmation email.

2.2. ORDER ISSUES.

(A) If Filippo Loreti rejects your order due to an error in pricing and/or other information about the merchandise, then Filippo Loreti will notify you at the email address that you have provided. Once the error has been corrected, Filippo Loreti will ask you whether or not you would like to re-submit your order to purchase the relevant merchandise. If Filippo Loreti has notified you that your order has been accepted by sending you a shipment confirmation email, then you will not be required to pay a price that is greater than the price that was displayed on the Website at the time at which you placed your order. Filippo Loreti has the right to adjust prices, include additional costs and change product information such as product pictures and offers without notice. The product images and information texts available reflect the product as far as possible. We reserve the right for any errors that may appear on the page and cannot guarantee that all pictures accurately reflect the true appearance of the watch. The pictures may differ depending on the colour settings on your computer. All pictures should be seen as illustrations

only, and do not guarantee correct appearance and characteristics. For additional details, please review the Filippo Loreti Returns Policy available at <https://www.filippoloreti.com/shipping-and-returns>.

(B) Although it is unlikely that Filippo Loreti would refuse to accept an order, Filippo Loreti reserves the right to deny any order for any reason, including where the following situations arise: (i) insufficient information or errors in billing, payment, and/or shipping information; (ii) orders that cannot be processed due to erroneous information that you have provided, which includes, but is not limited to incorrect credit card or debit card number, expiration date, security value, or other incorrect information regarding payment types; (iii) suspected fraudulent information; or (iv) delayed shipment or unavailability of merchandise.

(C) Filippo Loreti may refuse to accept any order if fraudulent activity is suspected. Filippo Loreti may refuse to process any subsequent order from a customer who has a history of placing fraudulent orders.

(D) Filippo Loreti may refuse any order that is connected with a previous credit card dispute.

- 2.3. ORDER CANCELLATION. Filippo Loreti is liable for any goods that are damaged or lost in transit only if the receiver of the goods contacts our customer service team (support@filippoloreti.com) within 14 days of the delivery of the order. If the goods are lost or damaged when returning the product, the customer is liable. Cancellation is not possible after the order has been dispatched. Once the order has been dispatched, the customer is required to receive the order. Cancellation is not valid until the customer has confirmed their cancellation with Filippo Loreti by email at (support@filippoloreti.com) and their email has been acknowledged by Filippo Loreti. When the stock is unavailable, Filippo Loreti reserves the right to cancel any order. We will notify the customer of a replacement or any equivalent products when possible. If Filippo Loreti receives a package that has not been collected from the post office (or equivalent shipping office) and the customer requests to have the package sent again, the customer will be responsible for paying the re-shipment costs. An invoice will be sent to the customer and settlement of the invoice must be completed within 10 days.

2.4. RESTRICTIONS ON RESALE. In order to protect Filippo Loreti's intellectual property rights, any suspected resale of merchandise for personal and/or business profit is strictly prohibited. Filippo Loreti will not accept any order that is deemed to possess characteristics of reselling. Filippo Loreti reserves the right to cancel any subsequent order from a customer who has been suspected of reselling.

3. PAYMENT TERMS.

3.1. PAYMENT. All prices are quoted in the denomination stated. To make a purchase, you must provide a valid credit card (Visa, MasterCard, or any other issuer accepted by us) ("PAYMENT PROVIDER"). Your Payment Provider agreement governs your use of the designated credit card, and you must refer to that agreement and not the Terms to determine your rights and liabilities. By providing Filippo Loreti with your credit card number and associated payment information, you hereby authorize Filippo Loreti to immediately charge your credit card for all fees and charges due and payable to Filippo Loreti hereunder or credit your credit card for any refunds owed and that no additional notice or consent is required. You agree to immediately notify Filippo Loreti of any change in your billing address or the credit card used for payment hereunder. Filippo Loreti reserves the right at any time to change its prices and billing methods, either immediately upon posting on the Filippo Loreti Properties or by e-mail delivery to you.

3.2. RETURNS. Payments made to Filippo Loreti are subject to return in accordance with Filippo Loreti's Returns Policy available at <https://www.filippoloreti.com/shipping-and-returns>.

3.3. COMPLAINTS TERMS AND WITHDRAWAL It is important that the customer checks their goods when the shipment is received in order to verify that the products are not damaged and correct. If you receive your item and see that you have been sent the incorrect item or it is damaged, please contact us within 21 days. Any complaints should be made to our customer service team via email support@filippoloreti.com , or through our contact form on the contact page of our website. Please supply the order number and the reason for complaint and we will get back to you promptly with instructions on how to return the item. It is important that the returning product is packaged in such a way that it cannot be damaged in transit and the security tag attached to the strap buckle must not be removed. The customer is entitled to a refund of the shipping cost if the product suffers a manufacturer fault which will be decided

by Filippo Loreti on receipt of the returned product. Filippo Loreti has the right to replace defective goods with goods of the same model. If the item has been discontinued, the customer will receive a full refund. The purchaser has the right to cancel the purchase within 21 days. This right applies only in the case that the product and its original packaging can be returned in the same condition as it was received and the security tag attached to the strap buckle must not be removed. Purchasers using their right to return an order they should complete the returns section of the website. The order number and customer's email address that was used to order will be required. Return shipping are paid by the consumer.

- 3.4. TAXES. All orders shipped within the European Union are tax-free. In case the order is being shipped to the delivery address outside the EU, you may be subject to import duties and taxes, which are collected when the shipment reaches your delivery address. You will be responsible for payment of such import duties and taxes. It should be noted that Filippo Loreti has no control over these charges and, since these charges are different for different countries, Filippo Loreti cannot predict their amount. Filippo Loreti advises you to contact your local customs office for further information.
- 3.5. DISCOUNTS AND PROMO CODES. We may, in our sole discretion, create discounts and promotional codes that may be redeemed for your purchase or other features or benefits, subject to any additional terms that we establish on a per promotional code basis ("PROMO CODES"). Promo Codes may only be used once per person. Only Promo Codes sent to you through official Filippo Loreti communications channels are valid. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold, or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by us; (iii) may be disabled by us at any time for any reason without liability to us; (iv) may only be used pursuant to the specific terms that we establish for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use.
- 3.6. DISPUTES. You must notify us in writing within seven (7) days after receiving your credit card statement, if you dispute any of our charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following email address payments@filippoloreti.com.

4. **THIRD PARTY PAYMENT SERVICES PROVIDER.** Filippo Loreti uses Stripe Inc. (“STRIPE”) and PayPal, Inc. (“PAYPAL”) as a third party service providers for payment services (e.g., credit card transaction processing, merchant settlement, and related services). By using the Filippo Loreti Properties, you agree to be bound by Stripe’s Worldwide Terms of Service available at [HTTPS://STRIPE.COM/US/TERMS](https://stripe.com/us/terms) and Privacy Policy available at [HTTPS://STRIPE.COM/US/PRIVACY](https://stripe.com/us/privacy); and PayPal’s User Agreement available at [HTTPS://WWW.PAYPAL.COM/US/WEBAPPS/MPP/UA/USERAGREEMENT-FULL](https://www.paypal.com/us/webapps/mpp/ua/useragreement-full) and Privacy Policy available at [HTTPS://WWW.PAYPAL.COM/US/WEBAPPS/MPP/UA/PRIVACY-FULL](https://www.paypal.com/us/webapps/mpp/ua/privacy-full), as applicable. You hereby consent to provide and authorize Filippo Loreti, Stripe and PayPal to share any information and payment instructions you provide to the extent required to complete the payment transactions in accordance with the Terms, including personal, financial, credit card payment, and transaction information.

5. RESPONSIBILITY FOR CONTENT.

5.1. TYPES OF CONTENT. You acknowledge that all Content, including Filippo Loreti Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not Filippo Loreti, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available (“MAKE AVAILABLE”) through Filippo Loreti Properties (“YOUR CONTENT”), and that you and other Users of Filippo Loreti Properties, and not Filippo Loreti, are similarly responsible for all Content they Make Available through Filippo Loreti Properties (“USER CONTENT”).

5.2. NO OBLIGATION TO PRE-SCREEN CONTENT. You acknowledge that Filippo Loreti has no obligation to pre-screen Content (including, but not limited to, User Content), although Filippo Loreti reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that Filippo Loreti pre-screens, refuses or removes any Content, you acknowledge that Filippo Loreti will do so for Filippo Loreti’s benefit, not yours. Without limiting the foregoing, Filippo Loreti shall have the right to remove any Content that violates the Terms or is otherwise objectionable.

6. OWNERSHIP.

- 6.1. Filippo Loreti PROPERTIES. You agree that Filippo Loreti and its licensors and suppliers own all rights, title and interest in Filippo Loreti Properties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying Filippo Loreti Properties.
- 6.2. TRADEMARKS. Filippo Loreti's stylized name and other related graphics, logos, service marks and trade names used on or in connection with Filippo Loreti Properties are the trademarks of Filippo Loreti and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in Filippo Loreti Properties are the property of their respective owners.
- 6.3. OTHER CONTENT. Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in Filippo Loreti Properties.
- 6.4. YOUR CONTENT. Filippo Loreti does not claim ownership of Your Content. However, when you as a user post or publish Your Content on or in Filippo Loreti Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.
- 6.5. LICENSE TO YOUR CONTENT. Subject to any applicable account settings that you select, you grant Filippo Loreti a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Your Content (in whole or in part) for the purposes of operating and providing Filippo Loreti Properties to you and to our other users. Please remember that other users may search for, see, use, modify and reproduce any of Your Content that you submit to any "public" area of Filippo Loreti Properties. You warrant that the holder of any

worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Filippo Loreti, are responsible for all of Your Content that you Make Available on or in Filippo Loreti Properties.

7. **FEEDBACK.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Filippo Loreti ("FEEDBACK") is at your own risk and that Filippo Loreti has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Filippo Loreti a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of Filippo Loreti Properties.
8. **USER CONDUCT.** As a condition of use, you agree not to use Filippo Loreti Properties for any purpose that is prohibited by the Terms or by applicable law. You shall not (and shall not permit any third-party) either (a) to take any action or (b) Make Available any Content on or through Filippo Loreti Properties that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without Filippo Loreti's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including any employee or representative of Filippo Loreti; (vi) interferes with or attempts to interfere with the proper functioning of Filippo Loreti Properties or uses Filippo Loreti Properties in any way not expressly permitted by the Terms; or (vii) to attempt or engage in, any potentially harmful acts that are directed against Filippo Loreti Properties, including but not limited to violating or attempting to violate any security features of Filippo Loreti Properties, introducing viruses, worms, or similar harmful code into Filippo Loreti Properties, or interfering or attempting to interfere with use of Filippo Loreti Properties by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing", or "crashing" Filippo Loreti Properties.

9. INTERACTIONS WITH OTHER USERS.

9.1. USER RESPONSIBILITY. You are solely responsible for your interactions with other users of the Services and any other parties with whom you interact through the Services; provided, however, that Filippo Loreti reserves the right, but has no obligation, to intercede in such disputes. You agree that Filippo Loreti will not be responsible for any liability incurred as the result of such interactions.

9.2. CONTENT PROVIDED BY OTHER USERS. Filippo Loreti Properties may contain User Content provided by other users. Filippo Loreti is not responsible for and does not control User Content. Filippo Loreti has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other users at your own risk.

10. **THIRD-PARTY WEBSITES.** Filippo Loreti Properties may contain links to third-party websites ("THIRD-PARTY WEBSITES"). When you click on a link to a third-party website, we will not warn you that you have left Filippo Loreti Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites are not under the control of Filippo Loreti. Filippo Loreti is not responsible for any Third-Party Websites. Filippo Loreti provides these Third-Party Websites only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, or their products or services. You use all links in Third-Party Websites at your own risk. When you leave our Website, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any third-party websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third-party.

11. **INVESTIGATIONS.** Filippo Loreti may, but is not obligated to, monitor or review the Website at any time. Without limiting the foregoing, Filippo Loreti shall have the right, in its sole discretion, to remove any content for any reason (or no reason), including if such content violates the Terms or any applicable law. Although Filippo Loreti does not generally monitor user activity, if Filippo Loreti becomes aware of any possible violations by a user of any provision of the Terms, Filippo Loreti reserves the right to investigate such violations, and Filippo Loreti may, at its sole discretion, immediately

terminate the user's license to use the Filippo Loreti Properties, or change, alter or remove any content, in whole or in part, without prior notice.

12. **PRIVACY.** You agree to the terms of our privacy policy available at <https://www.filippoloreti.com/files/PRIVACY-POLICY.pdf>.
13. **INDEMFICATION.** You agree to indemnify and hold the Filippo Loreti Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your use of, or inability to use, Filippo Loreti Properties; (b) your violation of the Terms; (c) your violation of any rights of another party; or (d) your violation of any applicable laws, rules or regulations. Filippo Loreti reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Filippo Loreti in asserting any available defenses. You agree that the provisions in this section will survive any termination of the Terms or your access to Filippo Loreti Properties.
14. **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF FILIPPO LORETI PROPERTIES IS AT YOUR SOLE RISK, AND FILIPPO LORETI PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. FILIPPO LORETI PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FILIPPO LORETI PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) FILIPPO LORETI PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF FILIPPO LORETI PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) ANY ERRORS IN Filippo Loreti PROPERTIES WILL BE CORRECTED. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.
15. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL ANY FILIPPO LORETI PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH Filippo

Loreti PROPERTIES OR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT FILIPPO LORETI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE FILIPPO LORETI PROPERTIES OR (2) ANY OTHER MATTER RELATED TO FILIPPO LORETI PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR AGGREGATE CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO FILIPPO LORETI PROPERTIES SHALL IN NO EVENT EXCEED THE GREATER OF (A) THE AMOUNT RECEIVED BY FILIPPO LORETI AS A RESULT OF YOUR USE OF FILIPPO LORETI PROPERTIES OR (B) ONE HUNDRED DOLLARS (\$100). YOU AND FILIPPO LORETI AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS, FILIPPO LORETI PROPERTIES OR ANY CONTENT POSTED ON FILIPPO LORETI PROPERTIES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FILIPPO LORETI AND YOU. THE LAWS OF SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU AND YOU MIGHT HAVE OTHER RIGHTS.

16. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.

PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT. If you believe that your work has been copied and posted on the Filippo Loreti Properties in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on Company Properties of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information support@filippoloreti.com.

17. TERM AND TERMINATION.

- 17.1. TERM. The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use Filippo Loreti Properties, unless terminated earlier in accordance with the Terms.
- 17.2. TERMINATION. If timely payment cannot be charged to your Payment Provider for any reason, if you have materially breached any provision of the Terms, if we are required to do so by law (e.g., where the provision of any of Filippo Loreti Properties is, or becomes, unlawful), or if we choose to discontinue Filippo Loreti Properties (in part or in whole), we have the right to, immediately and without notice, suspend or terminate any Filippo Loreti Properties provided to you. If we become aware of any possible violations by you of the Terms, we reserve the right to investigate such violations. In the event that we determine, in our sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated inappropriate conduct, we reserve the right to (i) warn you via e-mail (to any e-mail address you have provided to us) that you have violated the Terms; (ii) notify and/or send any content you have provided to us to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (iii) pursue any other action which we deem to be appropriate. If, as a result of the investigation, we believe that illegal activity has occurred, we reserve the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. We are entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in Filippo Loreti Properties in our possession in connection with your use of Filippo Loreti Properties, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce the Terms; (iii) respond to your requests for customer service; or (iv) protect the rights, property or personal safety of Filippo Loreti, its users or the public, and to comply with the requests of all law enforcement or other government officials, as we in our sole discretion believe to be necessary or appropriate. We reserve the right, in our sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you. You agree that all terminations shall be made in our sole discretion and that we shall not be liable to you or any third-party for enforcing this provision. If you want to terminate the Services provided by Filippo Loreti, you may do so by (a) notifying Filippo Loreti at any time and Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of

Services may involve deletion of Your Content associated therewith from our live databases. Filippo Loreti will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

18. **INTERNATIONAL USERS.** This Website can be accessed from countries around the world and may contain references to Filippo Loreti Properties and other content that are not available in your country. These references do not imply that Filippo Loreti intends to introduce such Filippo Loreti Properties or content in your country. Filippo Loreti Properties are controlled and offered by Filippo Loreti from its facilities in the United States of America. Filippo Loreti makes no representations that Filippo Loreti Properties are appropriate or available for use in other locations. Those who access or use Filippo Loreti Properties from other jurisdictions do so at their own volition and are responsible for compliance with local law.

19. **ARBITRATION**

- 19.1. DISPUTE RESOLUTION. *Please read this Arbitration Agreement carefully. It is part of your contract with Filippo Loreti and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

(A) *Applicability of Arbitration Agreement.* All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by Filippo Loreti that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Filippo Loreti, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(B) *Notice Requirement and Informal Dispute Resolution.* Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("NOTICE") describing the nature and

basis of the claim or dispute, and the requested relief. A Notice to Filippo Loreti should be sent to by email: support@filippoloreti.com.

After the Notice is received, you and Filippo Loreti may attempt to resolve the claim or dispute informally. If you and Filippo Loreti do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(C) Arbitration Rules. Arbitration shall be initiated through JAMS, an established alternative dispute resolution provider ("ADR PROVIDER") that offers arbitration as set forth in this section. If JAMS is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that Filippo Loreti made to you prior to the initiation of arbitration, Filippo Loreti will pay you the greater of the award or \$2,500. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(D) *Additional Rules for Non-Appearance Based Arbitration.* If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(E) *Time Limits.* If you or Filippo Loreti pursues arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the JAMS rules for the pertinent claim.

(F) *Authority of Arbitrator.* If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Filippo Loreti, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the JAMS rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Filippo Loreti.

(G) *Waiver of Jury Trial.* THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court.

(H) *Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(I) *Confidentiality.* All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(J) *Severability.* If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(K) *Right to Waive.* Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(L) *Survival of Agreement.* This Arbitration Agreement will survive the termination of your relationship with Filippo Loreti.

(M) *Small Claims Court.* Notwithstanding the foregoing, either you or Filippo Loreti may bring an individual action in small claims court.

(N) *Emergency Equitable Relief.* Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(O) *Claims Not Subject to Arbitration.* Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(P) *Courts.* In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Virginia, for such purpose.

21. GENERAL PROVISIONS.

21.1. GOVERNING LAW. The Terms and any action related thereto will be governed and interpreted by and under the laws of the State of Virginia, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

21.2. ELECTRONIC COMMUNICATIONS. The communications between you and Filippo Loreti use electronic means, whether you visit Filippo Loreti Properties or send Filippo Loreti e-mails, or whether Filippo Loreti posts notices on Filippo Loreti Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Filippo Loreti in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Filippo Loreti provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

21.3. ASSIGNMENT. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Filippo Loreti's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

- 21.4. FORCE MAJEURE. Filippo Loreti shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.
- 21.5. COMPLIANCE. If you believe that Filippo Loreti has not adhered to the Terms, please contact Filippo Loreti by emailing us at support@filippoloreti.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.
- 21.6. NOTICE. Where Filippo Loreti requires that you provide an e-mail address, you are responsible for providing Filippo Loreti with your most current e-mail address. In the event that the last e-mail address you provided to Filippo Loreti is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Filippo Loreti's dispatch of the e-mail containing such notice will nonetheless constitute effective notice.
- 21.7. WAIVER. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 21.8. SEVERABILITY. If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 21.9. ENTIRE AGREEMENT. The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

End of Terms