English

General Terms and Conditions

Date: July 15, 2025

Legal Notice (Impressum): SAFETIX LTD, Parnithos, 9 Flat/Office A, Germasogeia, 4040, Limassol, Cyprus. Company number: HE 472029, e-mail: support@familo.net.

1. General Terms of Service

1.1. **Introduction.** The product (hereinafter "FamiloApp") is a smartphone app that enables users to contact their family members and share real-time location data. By using FamiloApp, you (the "**User**") agree to comply with these General Terms and Conditions ("**Terms**"). Please read these Terms carefully before using FamiloApp.

1.2. **Internet and Device Requirements.** To use FamiloApp, an internet connection is required. You are responsible for ensuring that your mobile device has access to the internet, meets the technical requirements for using FamiloApp, and has the latest software installed. The cost of internet access and any mobile data charges are the responsibility of the User.

1.3. **Activation**. The agreement regarding the use of FamiloApp is concluded once you receive a confirmation code via SMS from FamiloApp and successfully enter it into the app to verify your account. By completing this verification step, you acknowledge the binding nature of these Terms and agree to adhere to them.

1.4. **Age Requirement.** FamiloApp is intended for use by individuals who are at least 16 years old. If you are under the age of 16, you are not authorized to create an account or use FamiloApp without the consent of a parent or legal guardian. By using FamiloApp, you confirm that you meet the age requirement, or that you have the necessary consent, if you are under 16.

2. User Responsibilities

2.1. **Account Creation.** To use FamiloApp, you must first create a user account via the app. To do this, you must provide your mobile phone number and your name.

2.2. **Device Requirements.** To use FamiloApp, your device must be capable of running the app, having location services and internet access enabled. You are responsible for ensuring the functionality of your device.

2.3. **Accurate Information.** You agree to provide accurate, up-to-date information when using FamiloApp, especially when setting up user profiles or sharing location data.

2.4. **Account Security**. You are responsible for maintaining the confidentiality of your FamiloApp account credentials (including your username and password) and for all activities that occur under your account. If you suspect that your account has been compromised, you must immediately notify us and take steps to secure your account, such as changing your password.

2.5. **Account Registration and Maintenance**. When creating an account, you must provide valid and accurate information. You are responsible for updating your account information to ensure that it remains accurate and complete. We reserve the right to suspend or terminate accounts that provide false or misleading information.

2.6. **Unauthorized Use.** You agree to immediately notify us of any unauthorized use of your account or any other breach of security. We are not responsible for any loss or damage arising from unauthorized use of your account.

2.7. **Password Protection**. You are responsible for selecting a secure password and maintaining its confidentiality. We recommend using a strong, unique password and changing it periodically.

3. User Conduct

3.1. **Prohibited Activities**. When using FamiloApp, you agree not to engage in activities that may harm the app, other users, or third parties. Prohibited activities include, but are not limited to:
- Attempting to gain unauthorized access to FamiloApp's systems or another user's account.
- Transmitting viruses, malware, or other harmful software.
- Engaging in illegal activities or activities that violate applicable laws or regulations.
- Using FamiloApp to harass, abuse, threaten, or otherwise harm other users or individuals.
- Misrepresenting your identity or affiliations or impersonating others.

3.2. **Fair Use**. FamiloApp is intended for personal use. Any unauthorized commercial use or exploitation of FamiloApp, including sharing access or reselling accounts, is strictly prohibited.

3.3. **Reporting Misconduct.** If you become aware of any misuse or violation of these Terms, you may report the issue to our support team. We reserve the right to investigate any reported violations and take appropriate action, including account suspension or termination.

4. User Content

4.1. **Content Ownership**. FamiloApp may allow users to share or upload content, including text, location data, or other forms of information ("**User Content**"). By uploading or sharing content, you retain ownership of your User Content but grant us a non-exclusive, royalty-free, worldwide license to use, display, and distribute it for the purposes of operating and improving the service.

4.2. **Content Guidelines**. User Content must adhere to the following guidelines:
- Content should not contain harmful, offensive, or illegal material, including hate speech, defamatory statements, or explicit material.
- Do not upload or share content that infringes on the intellectual property rights of others.
- Ensure that any information shared about third parties (e.g., location data) complies with privacy laws and has the appropriate consent from those involved.

4.3. **FamiloApp's Right to Moderate**. We reserve the right to review, moderate, or remove User Content that violates these guidelines or is deemed inappropriate or harmful to the community or platform. We may also suspend or terminate accounts that repeatedly violate these guidelines.

4.4. **User Responsibility**. You are solely responsible for the content you share and agree to indemnify us against any claims arising from your User Content. We disclaim any liability related to User Content shared by users.

5. Subscription and Payments

5.1. **Paid Subscription**. Downloading and using FamiloApp's basic features is free of charge. However, additional premium features may be accessible through a paid subscription plan. By subscribing to a paid plan, you agree to the payment terms and applicable subscription fees. The subscription price will be displayed at the time of purchase in FamiloApp. All fees are generally non-refundable unless provided below.

5.2. **Right of Withdrawal**. You have the right to withdraw from the contract within 14 days from the date of purchase without providing a reason. To exercise this right, you must notify us of your decision to withdraw via email by sending the Withdrawal Form provided below. If you withdraw within the 14-day period and have not yet begun using the service, you will receive a full refund for any subscription fees paid. However, if you have already started using the services or accessed premium features (for example, by tracking a location or using any other core functionality) during the 14-day period, your right to a full refund is waived. Upsells are not refundable, as they are considered (in-app) consumable items, which cannot be returned or refunded under any circumstances.

Sample Withdrawal Form

To: SAFETIX LTD, Parnithos, 9 Flat/Office A, Germasogeia, 4040, Limassol, Cyprus. Company number: HE 472029
email: support@familo.net
I/we hereby withdraw from the contract concluded on [date of purchase].
Name of consumer(s):
Address of consumer(s):
Signature of consumer(s) (only if this form is notified in paper format):
Date:

5.3. **Refund for Service Issues**. If FamiloApp experiences continuous service disruptions or technical failures that render the app unusable, you may be eligible for a refund for the affected period. To qualify, you must contact our support team within 30 days of your purchase and provide evidence that the app was non-functional during this time (e.g., error messages, screenshots). We reserve the right to attempt to resolve any technical issues within this 30-day period before processing a refund. If the issue cannot be resolved within a reasonable time, you are entitled to a refund. Your rights to a refund or other compensation may still apply after the 30-day period has passed if the defect was not immediately apparent or could not be detected right away.

5.4. **Refund Procedure**. To request a refund, you should submit a written request to our customer support team. We will review and process your refund request within 30 days.

5.5. **Subscription Renewal**. Subscriptions renew automatically at the end of each billing period unless canceled. We will notify you of any price increases or changes to renewal terms at least one month before renewal.

5.6. **Cancellations and Termination**. You may cancel your subscription at any time. If you cancel before the end of the current billing cycle, the cancellation will take effect at the end of the cycle, and you will not receive a refund for unused days within the period. We reserve the right to terminate your subscription if you violate these Terms, in which case no refund will be issued.

5.7. **App Store Purchases**. If you purchased a FamiloApp subscription through Apple App Store or Google Play Store, all refund and cancellation requests must be made directly through the platform where you purchased the subscription, and such requests will be subject to the respective platform's refund and cancellation policies.

6. Privacy and Data Protection
The processing of personal data within FamiloApp is governed by our Privacy Policy. By using FamiloApp, you acknowledge and agree that any personal data collected or processed through the app is subject to the terms outlined in the Privacy Policy.

7. Intellectual Property
7.1. Ownership of Intellectual Property. FamiloApp, including all its content, features, design, logos, text, graphics, images, software, and other materials is owned by us or our licensors and is protected by EU, Cyprus and international copyright, trademark, and other intellectual property laws. The User acknowledges that FamiloApp and its associated content are the exclusive property of us or our licensors, and no rights, title, or interest in FamiloApp or the content are transferred to the User by these Terms.

7.2. **License to Use FamiloApp.** Subject to these Terms, we grant the User a limited, non-exclusive, non-transferable, and revocable license to install and use FamiloApp on their personal device for personal, non-commercial use only.

7.3. **Trademarks.** The trademarks, service marks, and logos ("**Trademarks**") used and displayed on FamiloApp, including the FamiloApp name and logo, are registered and unregistered Trademarks of us. Nothing in these Terms grants the User any rights to use such Trademarks, except for the permitted use of FamiloApp as set forth in these Terms.

7.4. **Third-Party Intellectual Property.** FamiloApp may include third-party materials (e.g., software libraries, map data, or other services) that are subject to separate terms and conditions. The User acknowledges and agrees to comply with such third-party terms in addition to these Terms.

7.5. **Termination of License**. We reserve the right to terminate or suspend the User's license to use FamiloApp if the User breaches these Terms. Upon termination, the User must immediately cease all use of FamiloApp and uninstall the app from their device.

8. Disclaimers
8.1. **Service Availability**
While we aim to provide a reliable and high-quality service, we cannot guarantee uninterrupted availability of FamiloApp due to the reliance on third-party services, such as internet providers, mobile networks, and map providers. We are not liable for any disruptions, delays, or failures caused by external factors beyond our control, including issues arising from third-party services, maintenance, or unforeseen technical problems. We reserve the right to temporarily suspend services for maintenance or updates without prior notice. We will make reasonable efforts to inform users of scheduled maintenance or updates that may affect service availability.

8.2. **Location Accuracy**
FamiloApp provides approximate location data. Due to factors such as device performance, network coverage, GPS accuracy, and environmental conditions (e.g., buildings, weather, terrain), location data may not always be 100% accurate or reliable. We do not guarantee the exact location, and you acknowledge that location results may be delayed, inaccurate, or occasionally lost. We are not liable for any damages arising from location data inaccuracies resulting from external factors beyond our control.

8.3. **Disclaimer on Information Transmission**. We are not liable for the information transmitted (e.g., the location of a family member, an "alert" from a family member, a short message from a family member) being accurate and complete and reaching the User in a timely manner. We would like to inform you that FamiloApp is not suitable to prevent emergencies. FamiloApp, in addition to traditional solutions such as telephone or SMS, serves only to support internal family communication.

8.4. **No Warranty**. We provide FamiloApp on an "as is" and "as available" basis, without any warranty, express or implied, to the fullest extent permitted by Cyprus law. Statutory consumer rights, such as those relating to defect liability, are not affected by this disclaimer. We do not guarantee that the application will meet your requirements or that it will be error-free, secure, or continuously available.

8.5. **Third-Party Content and Services**. We may rely on third-party content or services to provide specific features, such as maps, geolocation data, or cloud storage. We do not guarantee the accuracy, quality, or reliability of any third-party content or services, and are not responsible for any third-party disruptions, errors, or limitations. Users acknowledge that the use of third-party services may be subject to the terms and policies of those third parties, and we disclaim any

liability for third-party content or services. Users are advised to review the terms and policies of any third-party services used in connection with FamiloApp.

9. Limitation of Liability

9.1. **General Liability**. We are fully liable for damages resulting from injury to life, body, or health caused by intentional or grossly negligent actions by us or our agents, as well as for damages arising from intentional or grossly negligent breaches of duty.

9.2. **Liability for Slight Negligence**. In cases of slight negligence, our liability is limited to foreseeable damages typical for such a contract. This limited liability applies only to breaches of essential contractual obligations – those which are crucial to fulfilling the purpose of the contract, and upon which the User may reasonably rely.

9.3. **Exclusions of Liability**. We are not liable for indirect or consequential damages, including lost profits, loss of data, or interruptions in service, unless such damages result from intentional or gross negligence. Liability for data loss is limited to typical recovery costs based on the assumption that the User has carried out regular data backups.

9.4. **Product Liability and Warranty Exclusions**. These limitations of liability do not apply where we have fraudulently concealed defects, provided a specific warranty, or where liability is mandated by the Cyprus law.

9.5. **Limitation of Amount.** For damages due to slight negligence, our liability, where permissible, is limited to an amount not exceeding the total fees paid by the User for six months of the service preceding the incident, unless otherwise required by law.

9.6. **Service Discontinuation and Liability**. If we temporarily or permanently discontinue our services, in whole or in part, for a legitimate reason, this will not give rise to any liability on our part.

10. Indemnity

10.1. The User agrees to indemnify and hold us, our affiliates, officers, directors, employees, and agents harmless from any direct claims, losses, liabilities, damages, and reasonable legal expenses arising from:
- A material breach of these Terms by the User;
- Misuse of FamiloApp that causes direct harm to third parties;
- Violations of intellectual property or privacy rights through the User's content or conduct on FamiloApp.

10.2. Our right to indemnification is limited to necessary and proportionate legal fees directly related to such claims. This indemnity obligation does not cover indirect or consequential damages and will survive the termination of the User's account or these Terms.

11. Governing Law and Jurisdiction

11.1. **Applicable Law.** These Terms are governed by the laws of Cyprus.

11.2. **Jurisdiction.** Any disputes arising from the use of FamiloApp or these Terms will be subject to the exclusive jurisdiction of the competent courts in Limassol, Cyprus.

11.3. **Alternative Dispute Resolution**: We are neither willing nor obliged to participate in dispute resolution procedures before a consumer arbitration board.

12. Miscellaneous

12.1. **Amendments to Terms.** We reserve the right to change these Terms from time to time. If we propose changes to these Terms that disadvantage the User, we will notify you by email or in the app. You may object within 14 days, during which you may also terminate the contract if changes are unacceptable. Failure to object within this period will indicate acceptance of the updated Terms.

12.2. **Transfer of Rights and Obligations.** We may transfer our rights and obligations under these Terms to third parties without prior consent from the User. You may not transfer your rights or obligations to any third party.

12.3. **Severability.** If any provision of these Terms is found to be invalid or unenforceable, the remainder of the Terms will remain in full force and effect. The invalid or unenforceable provision will be amended or replaced with a valid and enforceable provision that most closely reflects the intent of the original provision.