

END USER LICENSE AGREEMENT

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1. THE APPLICATION

Pizzi ("Licensed Application") is a piece of software created to Centralize receipts when the user made a purchase - and customized for iOS and Android mobile devices ("Devices"). It is used to View receipts in the application.

2. SCOPE OF LICENSE

2.1 You are given a non-transferable, non-exclusive, non-sublicensable license to install and use the Licensed Application on any Devices that You (End- User) own or control and as permitted by the Usage Rules, with the exception that such Licensed Application may be accessed and used by other accounts associated with You (End-User, The Purchaser) via Family Sharing or volume purchasing.

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2.5 You may not copy (excluding when expressly authorized by this license and the Usage Rules) or alter the Licensed Application or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of this license, the Usage Rules, and any other terms and conditions that apply to the device or software used. You may not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time. If you sell your Devices to a third party, you must remove the Licensed Application from the Devices before doing so.

2.6 Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

2.7 Licensor reserves the right to modify the terms and conditions of licensing.

2.8 Nothing in this license should be interpreted to restrict third-party terms. When using the Licensed Application, You must ensure that You comply with applicable third-party terms and conditions.

3. TECHNICAL REQUIREMENTS

3.1 Licensor attempts to keep the Licensed Application updated so that it complies with modified/new versions of the firmware and new hardware. You are not granted rights to claim such an update.

3.2 You acknowledge that it is Your responsibility to confirm and determine that the app end-user device on which You intend to use the Licensed Application satisfies the technical specifications mentioned above.

3.3 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

4. NO MAINTENANCE OR SUPPORT

4.1 Pizzi Inc. is not obligated, expressed or implied, to provide any maintenance, technical or other support for the Licensed Application.

4.2 Pizzi Inc. and the End-User acknowledge that the Services have no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

5. USE OF DATA

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6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence.

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10. Your Contributions do not violate the privacy or publicity rights of any third party.
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8. WARRANTY

8.1 Licensor warrants that the Licensed Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. Licensor warrants that the Licensed Application works as described in the user documentation.

8.2 No warranty is provided for the Licensed Application that is not executable on the device, that has been unauthorizably modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by Yourself or by third parties, or if there are any other reasons outside of Pizzi Inc.'s sphere of influence that affect the executability of the Licensed Application.

8.3 You are required to inspect the Licensed Application immediately after installing it and notify Pizzi Inc. about issues discovered without delay by email provided in Product Claims. The defect report will be taken into consideration and further investigated if it has been emailed within a period of ninety (90) days after discovery.

8.4 If we confirm that the Licensed Application is defective, Pizzi Inc. reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

8.5 In the event of any failure of the Licensed Application to conform to any applicable warranty, You may notify the Services Store Operator, and Your Licensed Application purchase price will be refunded to You. To the maximum extent permitted by applicable law, the Services Store Operator will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other losses, claims, damages, liabilities, expenses, and costs attributable to any negligence to adhere to any warranty.

8.6 If the user is an entrepreneur, any claim based on faults expires after a statutory period of limitation amounting to twelve (12) months after the Licensed Application was made available to the user. The statutory periods of limitation given by law apply for users who are consumers.

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- (i) product liability claims;
- (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and
- (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with Your Licensed Application's use of the HealthKit and HomeKit.

10. LEGAL COMPLIANCE

You represent and warrant that You are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; and that You are not listed on any US Government list of prohibited or restricted parties

11. CONTACT INFORMATION

For general inquiries, complaints, questions or claims concerning the Licensed Application, please contact:
Pizzi
24 Rue Pasteur
Paris, France 94270
France

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In Accordance with Section 9 of the "Instructions for Minimum Terms of Developer's End-User License Agreement," both Apple and Google and their subsidiaries shall be third-party beneficiaries of this End User License Agreement and - upon Your acceptance of the terms and conditions of this License Agreement, both Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this End User License Agreement against You as a third-party beneficiary thereof.

14. INTELLECTUAL PROPERTY RIGHTS

Pizzi Inc. and the End-User acknowledge that, in the event of any third-party claim that the Licensed Application or the End-User's possession and use of that Licensed Application infringes on the third party's intellectual property rights, Pizzi Inc., and not the Services, will be solely responsible for the investigation, defense, settlement, and discharge or any such intellectual property infringement claims.

15. APPLICABLE LAW

This License Agreement is governed by the laws of France excluding its conflicts of law rules.

16. MISCELLANEOUS

16.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

16.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.