

**WEBSITE
TERMS OF USE**
Last Modified: February 23, 2024

1. INTRODUCTION. These Terms of Use are entered into between You and Florencia RL LLC (“Company” “we” or “us”).

2. PARTIES. The term “you” or “your” refers to any user, purchaser, or visitor of www.florenciarl.com (“the Website”), including but not limited to any content, services, functionality, mobile applications, and downloadable materials (“the Services”). By using this website you agree that you are at least 18 years old or of legal age in your applicable jurisdiction and eligible to form a binding contract with the Company. Collectively, you and Company will be referred to as “the Parties.”

3. ACCEPTANCE OF TERMS OF USE. The following Terms and Conditions “Terms of Use” govern your use of and access to the Website and Services. The Terms of Use are legally binding and it is your responsibility to read them before you begin to use the Website or Services. By using and/or visiting this Website you accept and agree to be bound and abide by these Terms of Use and Privacy Policy www.florenciarl.com/privacypolicy, which is incorporated herein by reference.

4. MODIFICATIONS TO THE TERMS OF USE. We reserve the right to update or change the Terms of Use at any time in our sole discretion. All changes are effective immediately once posted to the Website and apply to all access to and use of the Website thereafter. It is therefore important that you review these Terms regularly to ensure you are updated as to any changes. The “last modified” date at the top of this page reflects the last date changes were made to the Terms of Use.

5. PRIVACY. You agree that all information you provide to register with this Website, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy www.florenciarl.com/privacypolicy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

6. ACCESS AND USE OF WEBSITE. Company reserves the right to modify or discontinue the Website or Services, or any part thereof, temporarily or permanently, with or without notice. You agree that Company will not be liable if for any reason all or any part of the Website or Services are unavailable at any time or for any period.

7. INTELLECTUAL PROPERTY RIGHTS. All content and features on the Website, including but not limited to information, software, images, text, designs, graphics, video, audio, and the arrangement thereof, are owned by the Company, its licensors or other providers of such material, and are protected by copyright, patent, trademark, trade secret and other intellectual property or proprietary rights laws. The Company name, trademarks, the Company logo, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its licensors. You may not use such trademarks or other intellectual property belonging to the Company without the prior written consent of the Company.

8. WEBSITE FOR PERSONAL USE. The Website and Services are solely for personal and non-commercial use. You may not use the content or other materials for any commercial purpose or for any noncommercial or commercial public display.

9. NO REPRODUCTION. You may not reproduce, distribute, modify, create derivative works of, republish, transmit, sell, resell, or exploit any of the material on the Website, except and only except as follows: i) You may print or download one copy of a reasonable number of pages of the Website solely for your own personal, non-commercial use; ii) If Company provides desktop, mobile or other applications for download you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use.

10. EMAIL POLICY. You may receive emails from Company if (a) your email address is listed with us as someone who has willingly shared such address for the purpose of receiving information in the future ("opt-in"), or (b) you have registered as a member of the Service, you have purchased one or more products, or you otherwise have an existing relationship with us. In every email that we send you, Company intends to include an easy way for you to choose to cease receiving emails from Company. Please note that, if you do choose to cease receiving emails from Company, it can take up to seven (7) business days for your instructions to take effect. If you have received any unwanted, unsolicited emails from Company (or purporting to be sent from Company), please forward a copy of that email with your comments to hello@florenciarl.com for review. We respect your time and attention by monitoring the frequency of our mailings.

11. COPYRIGHT INFRINGEMENT NOTICE. If you believe your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Florencia RL LLC of your claim at hello@florenciarl.com, as set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"). To be effective your notification must be in writing and include the following information:

A. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;

B. Identification of the copyrighted work that you claim has been infringed;

C. A description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;

D. Your address, telephone number and email address;

E. A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright or intellectual property owner or authorized to act on behalf of the owner.

12. THIRD PARTY WEBSITE LINKS. If Company, its Website or Services provide links to other sites and resources provided by third parties, including links in advertisements or sponsored links, these links are provided solely for your convenience. Company cannot control the contents of third party websites and if you choose to access third party websites you do so at your own risk. Company is not responsible for and does not endorse such third

party sites. You agree that Company will not be liable for any loss or damage that may arise from your use of them.

13. MOBILE SERVICES. The Service may include certain services that are available via mobile device "Mobile Services." To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. By using the Mobile Services, you agree that we may communicate with you by SMS, MMS, text messages or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us.

14. TERMINATION. We have the right to terminate or suspend your access to the Website or Services for any or no reason including without limitation, any violation of these Terms of Use.

15. DISCLAIMERS. YOU ACKNOWLEDGE, THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND THE SERVICES ARE ALL PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES REGARDING THE SERVICE, THE CONTENT, AND/OR THE PRODUCTS (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND/OR NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE) ARE EXPRESSLY DISCLAIMED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, COMPANY DOES NOT WARRANT THAT ACCESS TO THE SERVICE OR THE CONTENT WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS IN THE SERVICE, THE WEBSITE, OR THE PRODUCTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE WEBSITE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK.

16. LIMITATIONS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS (COLLECTIVELY, "INDIRECT DAMAGES"), IN ANY WAY ARISING OUT OF OR RELATED TO THE SERVICE AND/OR ANY PRODUCTS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY'S MAXIMUM, AGGREGATE LIABILITY TO YOU IN CONNECTION WITH THE SERVICE AND/OR ANY PRODUCTS SHALL NOT EXCEED THE TOTAL AMOUNTS THAT YOU HAVE PAID TO COMPANY IN CONNECTION THEREWITH. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN THE EVENT THAT SUCH LIMITATIONS DO NOT APPLY TO YOU, THEN COMPANY'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW, AND COMPANY'S LIABILITY FOR INDIRECT DAMAGES SHALL NOT EXCEED \$100.00.

17. INDEMNIFICATION. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS COMPANY, AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, EXPENSES, COSTS, AND DAMAGES (INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, AND EXEMPLARY DAMAGES, AND REASONABLE ATTORNEYS' FEES), INCURRED BY ANY OF THEM IN CONNECTION WITH OR AS A RESULT OF (A) ANY IMAGES OR OTHER CONTENT THAT IS TRANSMITTED THROUGH THE WEBSITE, (B) ANY USE OR MISUSE OF THE WEBSITE BY YOU OR ANY OTHER PERSON WHO ACCESSES THE WEBSITE, (C) ANY VIOLATION OF THESE TERMS OF SERVICE BY YOU OR ANY OTHER PERSON WHO ACCESSES THE SERVICES, OR (D) ANY VIOLATION OF ANY RIGHTS OF A THIRD PARTY.

18. SEVERABILITY. If any portion of this Terms of Use is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

19. ENTIRE AGREEMENT. This Agreement constitutes the final, exclusive Agreement between you and Company regarding the use and access of the Website. All earlier and contemporaneous agreements, negotiations, understandings, representations and warranties between the you and Company regarding the Website are expressly merged into and superseded by this Agreement.

20. CONTACT. This Website is operated by Florencia RL LLC, Broward County, Florida. All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: hello@florenciarl.com.

21. LIMITATION ON TIME TO FILE CLAIMS. Any cause of action or claim you may have arising out of or relating to these Terms of Use or the Website must be commenced within one (1) year after the cause of action accrues; otherwise such cause of action or claim is permanently barred.

22. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.

23. BINDING ARBITRATION, VENUE AND CHOICE OF LAW. Any controversy or claim arising out of or relating to this Terms of Use, or the breach thereof, including the applicability and/or enforceability of this binding arbitration provision, shall be settled exclusively by binding and non-appealable arbitration administered by the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The number of arbitrators shall be three. The place of arbitration shall be Broward County, and Florida law shall apply. Each party shall pay its own proportionate share of arbitrator fees and the arbitration fees and expenses of the American Arbitration Association. This binding arbitration will be the Parties' sole remedy in the event of a dispute between the Parties. The Parties waive their right to lead or participate in any lawsuit, including a class action lawsuit.