

TERMS OF USE OF THE SILO APPLICATION

Last update: 28/02/2023

1. SUBJECT

The purpose of these Terms of Use (hereinafter referred to as "**ToU**", or "**EULA**" in certain older versions of some contractual documents) is to define (i) the conditions of use of the App and the Services available on such App, and (ii) the rights and obligations of Siilo and the User in the context of the use of the App and the Services.

2. DEFINITIONS

All capitalized terms not defined in the ToU shall have the meaning given to them [herein](#).

In any separate contract concluded with Clients, for the subscription to Siilo Connect or Prisma, or any other document, when referring to the "EULA", it should be understood as referring to the ToU.

3. APPLICABILITY OF THE TERMS OF USE

3.1 Acceptation of the ToU

The User's use of the App and the Services is subject to the terms and conditions set forth in the ToU. Such use and/or access constitute the User's express consent to and acceptance of the ToU. If the User does not accept unconditionally in full the ToU, the User shall immediately cease using the App or the Services, and immediately delete the App.

3.2 Modification of the ToU

Siilo reserves the right to modify the ToU at any time, in particular to take into account changes in the App or the Services or legal and/or regulatory developments, subject to a notice period of fifteen (15) days from the notification of the change. The Parties agree that the notice period shall not apply in the event that Siilo: (i) must comply with a legal or regulatory requirement that requires it to modify the ToU in a manner that does not allow it to meet the notice period; (ii) must exceptionally modify the ToU to address an unforeseen and imminent danger related to fraud, malware, spam, data breach or other cybersecurity risk.

4. USER ACCOUNT

4.1 User Account Creation

When creating his/her User Account and at all times during his/her contractual relationship with Siilo, the User undertakes to provide accurate and complete information on his/her identity and,

where applicable, on his/her right to practice, as requested by Siilo, and in accordance with the deontology and rules defined by the regulations and/or regulatory authorities of his/her profession, for example his/her professional order.

In particular, he/she undertakes not to create a false identity likely to mislead Siilo, other Users, or any other third parties, not to usurp the identity of another natural person, and not to claim a right to practice, a specialization or other professional qualifications in an erroneous or abusive manner.

In the event of a change of situation affecting the User Data previously communicated to Siilo, the User undertakes to update it immediately in his/her account or to inform Siilo immediately, which may take all necessary measures accordingly.

4.2 Verification

Given the sensitive nature of the data that may be exchanged by the Users through the App and the Services, Users are being asked by Siilo to complete their Verification when setting up their User Account and, in any event, as early as possible to benefit from all Services. In any event, Siilo reserves itself the right to verify (i) the identity of each User, in particular by asking him/her to send a copy of an official identity document and/or (ii) if applicable, his/her official professional practice authorization issued by a health authority which establishes, in accordance with the applicable regulations, his/her right to practice, the professional qualification(s) he/she claims on the App, by asking him/her to transmit all the necessary information and supporting documents.

Siilo may use a specialized third-party service provider to proceed to such identity verification. As to the right to practice, Siilo may consult official public databases in order to verify the accuracy of information provided by the User.

Please note that Pending Verification, the User will only be able to interact with other Users whose contact details are in his/her phone book, or who have the User's contact details in their phone book, or who are part of the same Organization Network.

In the event that the User provides information that is false, inaccurate, outdated, incomplete, misleading or fraudulent, Siilo may, pursuant to Article 14 of the ToU, suspend or terminate the User Account and deny the User access, temporarily or permanently, to all or part of the Services, without prejudice of the User's potential liability toward Siilo, his/her Patients or any other third party. In particular, in the event that, irrespective of the User's obligation to notify Siilo of any change in the information provided in his/her User Account pursuant to Article 4, it comes to the knowledge of Siilo that the right to practice of the User has changed, for example in case of disbarment from the medical profession, Siilo reserves the right to take any necessary measure against the User to ensure the compliant use of its Services.

5. CONDITIONS OF ACCESS TO SERVICES

5.1 Access and eligibility

Any User who accesses the Services offered by Siilo agrees to abide, without reservation, by these ToU. These are notified to Users for their express prior acceptance before using the Services and are available in the User Account, or on the Site at www.siilo.com/terms.

After accepting the ToU, the User will receive a SMS with an OTP verification code to allow verification of the accuracy of the contact details provided. Once this verification procedure has been completed and the User Account has been created, the User will receive an e-mail at the address provided during registration, in order to complete the email verification process and ensure a higher standard of security .

This App and the Services are strictly reserved to Healthcare Actors, and therefore their use is prohibited if the User is a consumer, or a minor. In such a case, the User is not allowed to use the App or the Services and must immediately terminate such use and delete the App.

5.2 Price of the Services

The User can download the App for free. No costs will be charged for the use of Siilo Messenger or the Siilo Webchat. For the use of Siilo Connect or Prisma, costs may be charged, specified and negotiated in a separate contract to be concluded between the Client and Siilo. All Users are responsible for the data plan provided by their phone operator, Internet access fees and other costs and taxes associated with the use of the Services.

5.3 Pin Code

In order to create his/her User Account, and to access the App, the User must create a Pin Code that is strictly confidential and personal.

The User undertakes to keep the Pin Code secret and not to disclose it in any form whatsoever. If the User's Pin Code is lost or stolen, the User must change it immediately through the "Security" section in the settings of the App. Siilo is neither responsible nor liable for any loss that results from the unauthorized use, with or without the User's knowledge, of the User's Pin Code and/or other identifying means.

The User is solely responsible for the use made of his/her Pin Code, in particular if he/she pre-records such Pin Code on a piece of equipment, thus allowing automatic connection to the Services. Any access, use of the Services and transmission of data made from a User Account will be deemed to have been made by the latter. Any loss, misappropriation or unauthorized use of a User's Pin Code and the consequences thereof are the sole responsibility of that User.

The User is informed that in case he/she loses or forgets the Pin Code:

- If the User has activated the Backup / Restoration service: then the User will be able to access his/her User Account and to retrieve all User Generated Content by re-downloading the App, or by installing it on another device, and by using the QR Restoration Code. In such a case, the User will be invited to create a new Pin Code.
- If the User has not activated the Backup / Restoration service: he/she will need to reset his/her User Account, and will lose access to all User Generated Content. In such a case, the User will be invited to create a new Pin Code.

6. HEALTH DATA SHARING

The User acknowledges that any sharing of Health Data with other Users must be done in accordance with law or with deontological rules applicable to the User, whatever the Service used, and in particular with medical secrecy and data protection rules (and, when applicable, the User is solely responsible for complying with the rules relating to the collection of consent or prior information of Patients in the context of the exchange of Health Data via the Services). Consequently, the User is required to exercise the utmost vigilance in this respect when using Siilo Messenger or Prisma.

7. OBLIGATIONS OF THE USER

7.1 The User agrees:

(i) to comply with the provisions of the ToU;

(ii) to make available to Siilo, without this being restrictive, all supporting documents, diplomas, certificates, homologations and professional authorizations, allowing to confirm the User Data communicated by the User;

(iii) to prevent any unauthorized use of the Services, in particular by not communicating his/her Pin Code or QR Restoration Code to any third party;

(iv) to use the Services in compliance with (a) the legislation in force, in particular concerning healthcare, medical secrecy, communication on the Internet, protection of personal data, protection of intellectual property and image rights; and (b) the code of ethics to which it is subject;

(v) not to use the Services in a way that may damage Siilo's reputation, or the reputation of any subsidiary or parent company;

(vi) that the User Data and the User Generated Content do not infringe on law or on the rights of third parties.

7.2 User Generated Content

The User remains at all time liable for his/her User Generated Content, and in no event may Siilo be held responsible for any User Generated Content that would be injurious, discriminatory, that would infringe on third party rights, whether publicity, privacy, image or intellectual property rights, or that would otherwise be unlawful.

Considering all User Generated Content exchanged through Siilo Messenger or the Siilo Webchat, it is end-to-end encrypted, and at no time and in no circumstance may Siilo or any other third party access such User Generated Content.

As to the Network Feed” space for Users and Clients using Siilo Connect, and as to the data exchanged on Prisma, those contents are not encrypted. In this respect, in case Siilo becomes aware, or is informed, of any unlawful content or any content not complying with the ToU, Siilo reserves the right to take down such content, without being subject to any liability.

7.3 Indemnification

The User is solely responsible for (a) its use of the Services; and (b) the User Data and the User Generated Content.

Therefore, the User shall hold harmless Siilo and its representatives against any claim, action or demand for compensation from a Patient, an Internet user, another User, a third party or a public authority and, if applicable, shall indemnify Siilo and its representatives against all costs (including legal fees, costs and expenses) and damages related to claims and legal actions relating to (a) the use of the Services by the User in an illegal, fraudulent, or unethical manner; (b) the User Data or the User Generated Content, and its use by the User; and (c) the infringement of Siilo's or any third party's Intellectual Property rights as a result of the use of the Services by the User.

8. WARRANTIES AND LIABILITIES OF SIILO

8.1 Undertakings and warranties

Siilo guarantees to the User that all User Generated Content exchanged through Siilo Messenger or the Siilo Webchat, to the exclusion of User Generated Content shared on the Network Feed or Prisma is end-to-end encrypted, and cannot, at any time and in any circumstance, be accessed by Siilo or any third party.

Even though Siilo makes its best efforts to administer the App in order to ensure the proper functioning of the Services, the User is informed and agrees that the App and the Services are provided to the User ‘as is’ and might contain defects. Except if Siilo has granted to a Client specific service level agreements or as mentioned in the present Article, Siilo, Siilo’s licensors and affiliated parties do not make, and disclaim, any and all express or implied warranties or performance insurance, and the use of the App and the Services is at the User’s sole risk. Also, Siilo cannot guarantee that the App and the Services will always be available or will always work

without any interruptions, errors or defects, or that the information provided on the App and the Services is complete, correct and/or up-to-date.

Siilo may suspend the Services for scheduled maintenance by Siilo or one of its subcontractors or in case of technical imperatives (emergency maintenance), and may freely modify the technical infrastructure used to provide the Services.

8.2 Liabilities

It is understood between the Parties that Siilo shall in no event be liable to compensate for any indirect, special, incidental, consequential or exemplary damages suffered by Users in connection with the use of the Services, such as, without limitation, loss of opportunity or lost profits, loss of business, goodwill or Patients, property damage, computer failure or malfunction, or harm to reputation. Furthermore, Siilo shall not be liable for acts (i) performed by the User or a third party using the Services or acting on the instruction of the User, (ii) resulting from negligence on the part of the User or a third party using the Services or acting on the instruction of the User, or (iii) that do not comply with applicable laws and regulations and/or the ToU.

In any event, in case of proven fault on the part of Siilo towards the User, the total aggregated liability of Siilo and its representatives towards the User shall be limited, all damages and penalties included, whether arising in tort (including negligence), contract, strict liability or otherwise and whether or not Siilo, Siilo's licensors or affiliated parties have been advised of the possibility of such damages: (i) if damage results from a paying Service, to an amount equivalent to twelve (12) months of subscription of the Service prior to the event causing the damage, or (ii) to a thousand (1.000) euros.

Any limitation of liability mentioned in the Agreement shall not apply where it must be disregarded in accordance with the law and in particular in the event of (i) death or serious bodily injury, (ii) gross negligence or (iii) fraud. The Parties declare that the above limitation of liability is a material condition to the execution of the ToU.

9. SPECIFIC CONDITIONS FOR SIILO MESSENGER / SIILO WEBCHAT

9.1 User Verification and sharing of Personal Data

Siilo Messenger and Siilo Webchat enable Users to contact and discuss with other Users. The User can use the contact upload function and provide, in compliance with the applicable laws, the telephone numbers present in the address book of his/her mobile phone. Uploading contacts is an optional feature. When a User is Pending Verification, he/she may only engage in conversations with Users he/she already collaborates with, who are considered in the App and Services to be (i) other Users whose phone numbers are already present in his/her phone book, (ii) Users who already have in their phone book the phone number of the User, and (iii) User that are part of an Organization Network he/she was invited to join. To preserve trust,

confidentiality and security, the User shall be able to contact any other User of the Siilo Network only after he has fully completed his/her Verification.

Therefore, especially when engaging in a conversation with a User who is still Pending Verification (identity and right to practice not yet verified) whether in an individual or group conversation, a User shall be solely liable for confirming with the utmost precaution and vigilance, in particular through his/her own checks from past collaborations outside the App and Services that he/she is interacting with the right person, so that he/she will not disclose Personal Data, concerning him/herself, his/her Patients, or any other third person, in violation of any laws and regulations, in particular relating to medical secrecy or data protection, or infringe any legal or deontological obligation he/she may have.

9.2 Behavior on Siilo Messenger

The User undertakes (i) not to send or post any User Generated Content contrary to the deontological code applicable to him/her or to the recipient, to third party rights, or to applicable laws and regulations; (ii) to process Personal Data, and in particular Health Data, in accordance with the applicable law; (iii) not to send an invitation to communicate via Siilo Messenger or the Siilo Webchat to another User if the latter has previously indicated his/her opposition to receiving such an invitation, or if the latter is not a Healthcare Actor, (iv) to cease communicating via Siilo Messenger or the Siilo Webchat if the latter has indicated his/her opposition to continuing such communication; and (v) not to use Siilo Messenger or the Siilo Webchat for advertising purposes.

The User undertakes to be courteous with other Users, and to refrain from sharing any User Generated Content that would be injurious, discriminatory, that would infringe on third party rights, whether publicity, privacy, image or intellectual property rights, or that would otherwise be unlawful.

The User is informed that Siilo makes available on Siilo Messenger or Siilo Webchat a functionality allowing to block another User. As this functionality is used under the responsibility of the Users, Siilo has no control over the blocking/unblocking of Users. The User agrees to make reasonable use of the blocking feature to avoid abuse. In the event that the User is blocked by different Users of Siilo Messenger or Siilo Webchat, Siilo may, depending on the circumstances, consider the presence of a breach of these ToU and if necessary, decide to suspend all or part of the Services, or to terminate the ToU under the conditions of Article 14.2.

9.3 Retention of User Generated Content

As a reminder, Siilo Messenger / Siilo Webchat is a secure exchange channel between Healthcare Actors and it is not intended to serve as a place to store data or documents relating to the monitoring of Patients. Users are responsible to regularly back up data and documents exchanged through Siilo Messenger / Siilo Webchat. In this respect, Siilo excludes any

guarantee relating to the storage or backup of data and documents and declines all responsibility in case of loss of data or document.

Unless the User has activated the option to “Retain the conversation” in the specific setting of each conversation, all messages will be deleted after a thirty (30) days period. In case such an option has been activated by the User, all User Generated Content relating to the conversation will be retained for an unlimited period, meaning until the User decides to delete his/her User Account, or until such retention option is deactivated.

Activation of the Backup / Restoration service: in case the User deletes the App (without deleting his/her User Account) and decides later to download the App again, or in case the User wishes to access his/her User Account on another device, the User will only be able to retrieve the User Generated Content if the Backup / Restoration service has been previously activated. In order to activate it, the User must connect to web.siilo.com and scan the QR Code available with his/her device. Once on his/her User Account on web.siilo.com, the User must download the PDF containing the QR Restoration Code, and store it in a safe space. Such QR Restoration Code should not be shared with any third party, it is the responsibility of the User to make sure that such QR Restoration Code is kept secure and confidential. If the User’s QR Restoration Code is lost or stolen, the User must create immediately a new QR code through web.siilo.com, the old QR Restoration Code will be automatically deactivated.

10. SPECIFIC CONDITIONS FOR PRISMA (as of now in available in the Netherlands only)

Only Users who have completed the full Verification process may access the Prisma service.

When posting a request on the Prisma service, it is the responsibility of the User to ensure he/she complies with the principles set forth in Article 7 “Health Data Sharing”.

Siilo provides no guarantee as to the quality and accuracy of opinions provided on the Prisma service, and the User should use all care and diligence to ensure that such opinions are trustworthy before relying on it to treat Patients.

As to Users contributing to the Prisma service by providing opinions on submitted cases, they must act at all times in accordance with the deontological rules applicable to their profession, and in particular the principle of quality of care. Therefore, it is the Users responsibility to ensure that they are qualified and competent before providing an opinion on a request.

11. INTELLECTUAL PROPERTY

The App and the Services, and all the elements of which they are composed are, unless otherwise specified, the exclusive property of Siilo, its licensors or its subcontractors. Siilo guarantees that it owns (i) the Intellectual Property rights attached to the App and to the Services made available to the User; and/or (ii) the right of exploitation allowing Siilo to grant the license of use below.

Nothing in these ToU shall be construed as an assignment of any Intellectual Property rights.

11.1 Rights granted by Siilo

Siilo grants to the User, for the duration of the ToU, a personal, non-exclusive, non-assignable and non-transferable right to install and use the App and the Services, for professional use only. All rights not expressly granted to the User herein are reserved by Siilo.

11.2 Limitations

The User agrees not to (i) attempt to access or copy the source codes of the App; (ii) use the App or the Services for any purpose other than to use the Services; (iii) create copies of the App; (iv) reproduce, correct, extract, modify, translate into any language or languages, reuse, arrange, adapt, decompile (except and only to the extent expressly permitted by applicable law), incorporate the App or the Services into other software or create derivative works based on the App or the Services in any medium; (v) resell, rent, or commercially exploit the App or the Services, or assign/license the App or the Services to any third party; (vi) remove, alter, or obscure any product identification, copyright, intellectual property, author attributions, legal notices or other labels of the origin or source in the App; (vii) conduct penetration tests or attempt to obtain a denial of service on the Services. The User acknowledges that any violation of this article may constitute a civil and criminal act of infringement.

11.3 Non compliance

The rights granted herein are subject to the User's continuous compliance with the ToU. Without prejudice to any other rights and remedies Siilo may have hereunder, any non-compliance entitles Siilo to deny the User further use of the App and/or the Services and to terminate the ToU and subsequent right of use in compliance with Article 14 of the ToU.

12. PROTECTION OF PERSONAL DATA

The Processor Agreement accessible here describes the respective roles and obligations of the User and Siilo regarding the Processing of Personal Data carried out in the context of the execution of the Services. By accepting the ToU, the User and Siilo agree to abide by the terms of the Processor Agreement. In case of inconsistency between the ToU and the Processor Agreement, the terms of the Processor Agreement should prevail.

Siilo makes available to the User on its website (www.siilo.com) and on the App a Privacy Policy accessible here containing information on the processing of User Data carried out by Siilo as a data controller.

13. CONFIDENTIALITY

Each party guarantees to maintain strict confidentiality of the Confidential Information of the other party. In this respect, each party undertakes (i) to use the Confidential Information solely for the purposes of performing its obligations pursuant to the ToU and to the extent strictly necessary; (ii) to take all necessary precautionary and protective measures to preserve the confidentiality of the Confidential Information of the other party and to prevent access by unauthorized persons and, at the very least, to provide it with the same degree of protection as its own Confidential Information; (iii) to disclose or reproduce the other party's Confidential Information only to or for those of its employees or contractors who will need access to such Confidential Information in order to fulfill the obligations of such Party under the ToU. The obligation of confidentiality shall continue for a period of five (5) years after the expiration, for any reason, of the ToU. Notwithstanding the foregoing, either party may disclose Confidential Information without the consent of the other party, strictly to the extent that such disclosure is required by a competent authority or pursuant to a legal or ethical obligation.

14. TERMINATION

14.1 Discontinuance of operations - No fault termination

Siilo does not commit to maintain the operation of, to update, to upgrade and/or to adapt the App and/or the Services. Therefore, Siilo may decide to discontinue the operation of the App or of any of the Services at its own discretion. In such a case, Siilo will inform the User by email with a fifteen (15) days' notice.

The User can terminate the use of the App or the Services at any time by requesting the Siilo Team to delete his/her User Account, by contacting them through the Siilo Webchat, or through the "Support" function available in the "Settings" section of the User Account.

14.2 Suspension - Termination for fault

In case of use of the App or one or more Services by the User (a) contrary to the provisions of the ToU; (b) contrary to laws and regulations (c) contrary to professional ethics, (d) in violation of third party's rights, or (e) likely to damage the reputation of Siilo or any subsidiary or parent company, Siilo may decide to: (i) suspend the right granted to the User to access and to use the App and the Services, subject to a seven (7) days' notice, or (ii) to terminate, without compensation to the User and by any means, the ToU, and therefore the right granted to the User to access and to use the App and the Services, subject to a fifteen (15) days' notice.

Siilo shall not be required to provide the above notice in the event that Siilo (i) is subject to a legal or regulatory obligation to terminate the provision of the App or the Services, (ii) exercises a right of termination for a compelling reason under applicable law, or (iii) can provide evidence that the User has repeatedly breached the ToU.

In case of suspension, Siilo shall unilaterally decide on the consequences of the suspension, including its termination.

14.3 Consequence of termination

Any termination by Siilo or the User shall automatically terminate the User's right to access and use the App and the Services.

Reversibility: the User will be able to retrieve the User Generated Content available on his/her User Account by downloading manually each conversation. Each message is downloadable under the PDF format. The User acknowledges that he/she has all necessary rights and/or permissions to retrieve such User Generated Content.

In case the User's right of access and use of the App and the Services has been terminated by Siilo for fault of the User in accordance with Article 14.2 of the ToU, the User will be given a seven (7) days' delay to retrieve his/her User Generated Content. Once this period is over, all User Generated Content shall be deemed to have been fully recovered by the User, and the User Account will be deleted.

Deletion of the User Account: Once the User Account is deleted, Siilo undertakes to delete or anonymize all User Data, and User Generated Data.

15. MISCELLANEOUS

15.1 Waiver: the fact that either Party does not avail itself of one or more of the provisions of the ToU shall in no way imply a waiver by such Party of its right to avail itself of such provision or provisions at a later date.

15.2 Partial nullity: In the event that certain provisions of the ToU are unenforceable for any reason whatsoever, including because they are contrary to applicable law or regulation, Siilo and the User shall remain bound by the other provisions of the ToU and shall endeavor to remedy the unenforceable provisions in the same spirit as that in which they were concluded.

15.3 Feedback and improvement of the Services: If a User provides feedback or suggestions to Siilo regarding the functionality or performance of the App or the Services (including the identification of errors or improvements), the User agrees to grant Siilo, without restriction or payment, all right, title and interest therein. Furthermore, Siilo reserves the right to collect anonymous data for the purpose of improving its Services.

15.4 Rights and Permissions: Each Party represents that it has the necessary rights and permissions to enter into the ToU and to perform the obligations therein.

15.5 Independence: It is perfectly clear between the Parties that each Party is acting herein as an independent contractor and that neither Party shall be considered the employee, agent, distributor, principal or representative of the other Party.

15.6 Professional activities: the User acknowledges that he/she is acting within the framework of his/her professional activity. Consequently, the User acknowledges that he/she is neither a consumer nor a non-professional.

15.6 Improvement and modification of the Services: Siilo is free to make any modification to the App or the Services, and in particular to remove or add any feature, whether because it is technically or commercially desirable, or because it is required by applicable law or regulation.

15.7 Technical support, complaint management and assistance: on his/her User Account, the User has the possibility to discuss on a chat with the Siilo team in order to obtain support.

15.8 Beta version: Siilo may offer the User to try beta versions of certain Services. These beta Services are provided for evaluation purposes only. The User acknowledges that these beta Services may contain bugs, errors and other problems and accepts them "as is" without warranty of any kind. Siilo (i) shall not be responsible for any problems related to User's use of the beta Services; (ii) may discontinue use of the beta Services upon seven (7) days' notice; (iii) may delete all data contained in these beta versions, without any liability.

15.9 Transfer/Assignment: The User expressly accepts that Siilo may at any time freely transfer or assign the rights and obligations arising from the ToU to any current or future subsidiary or parent company. In such case, Siilo shall be released for the future from any liability relating to the execution of the ToU.

15.10 Upon termination of the ToU, the following articles remain in effect between the Parties: Article 7.3 "Indemnification", Article 8.2 "Liabilities", Article 11 "Intellectual Property - Article 13 "Confidentiality", Article 14.3 "Consequences of termination" and Article 16 "Amicable settlement - Applicable law and jurisdiction".

16. AMICABLE SETTLEMENT - APPLICABLE LAW AND JURISDICTION

The ToU are governed by the laws of the Netherlands.

Prior to any litigation, Siilo and the User shall seek, in good faith, to settle amicably any dispute between them relating to the validity, interpretation, performance or non-performance, interruption, termination or cancellation of the ToU, for whatever reason and on whatever basis, by writing to each other by registered letter with acknowledgement of receipt, setting forth the difficulty(ies) encountered and the resulting claims.

Siilo and the User shall compare their points of view and make all useful observations to enable them to find a solution to the conflict between them. Siilo and the User shall endeavor to reach an amicable agreement within sixty (60) days of notification by either of them of the need for an amicable agreement. Except to preserve their right of action or to avoid imminent harm, no legal

action shall be admissible until the present amicable dispute resolution procedure provided for above has been completed.

Any difficulties relating to the validity, application or interpretation of the ToU shall be submitted, in the absence of an amicable agreement between Siilo and the User, to the competent courts of Amsterdam, to which Siilo and the User hereby attribute territorial jurisdiction, regardless of the place of performance or the domicile of the defendant. This attribution of jurisdiction shall also apply in the event of summary proceedings, multiple defendants or third-party claims.