

Just Dance Fitness Training Ltd (trading as 'Flowetic') Terms and Conditions

These terms and conditions shall be governed by the laws of England, Northern Ireland, Scotland and Wales and any disputes shall be exclusively subject to the jurisdiction of the courts of England and Wales.

By accessing and using this site (www.flowetic.co.uk) you agree to these terms and conditions.

Copyright

All content and functionality on the site, including text, graphics, logos, icons, and images and the selection and arrangement thereof, are the exclusive property of Flowetic and are protected by UK and international copyright laws. All rights not expressly granted are reserved.

Linking Policy

Flowetic is happy for organisations to link to its site but Flowetic cannot be held responsible for the contents or reliability of the linked websites and does not necessarily endorse the views expressed within them. Linking is not to be taken as endorsement of any kind. Flowetic cannot guarantee that these links will work all of the time and has no control over availability of the linked pages. Please notify us so that we can see the link at your website.

Creating a link from your website to Flowetic website means that you provide a hypertext connection from your webpage to ours using an HTML command. If you are using frames, please ensure that your links to our website do not continue to display your frames around our web pages.

- You may not freely create a link using the Flowetic logo
- You may not freely cut and paste articles
- You may not mirror any text in the Flowetic site
- Sites may not state or imply that Flowetic endorses a brand, product or service.

These conditions apply also to links forwarded in email or newsgroups.

Disclaimer

Flowetic uses its reasonable endeavours to make sure information on this site is accurate and up to date. Flowetic cannot take any responsibility for any loss arising out of use of the information on this site and any liability that might arise from the use of this site is hereby excluded to the fullest extent permitted by law. This site also contains links to external internet websites. Please note that Flowetic has no control over the contents of these websites and as such cannot accept responsibility for them.

Children and Privacy

Our website does not target and is not intended to attract children. Flowetic does not knowingly solicit personal information from children under the age of 18 or send them requests for personal information.

Material

We occasionally use stills and footage of our classes, events and workshops for marketing purposes. In taking part, participants agree to grant us royalty-free, non-exclusive license to publish and otherwise use the material in any media worldwide.

Data Protection

Flowetic is committed to the protection of all personal information in accordance with the principles of the Data Protection Act 1998 and is GDPR compliant (please see 'Data and privacy policies' in the footer of the Flowetic website).

When you make a booking with us, work with us, attend one of our events or sign up to our newsletter, we record the personal information provided to us. This personal information will not be passed on to any third party and we will only use this information to contact individuals regarding bookings and activities relating specifically to Flowetic.

All personal information received will be:

- Fairly and lawfully processed
- Processed for specified purposes
- Adequate, relevant and not excessive
- Accurate and, where necessary, kept up to date
- Not kept for longer than is necessary
- Processed in line with the rights of the individual
- Kept secure and not transferred to countries outside the European Economic Area unless the information is adequately protected.

Questions or concerns about personal data

You may request details of personal data that Flowetic holds about you or withdraw your consent at any time by contacting info@justdanceuk.com. If you have any concerns about the Flowetic information rights practices you can raise them here www.ico.org.uk or by calling 03031 231 113.

Information Sharing and Disclosure

By providing personal information you are deemed to consent to your personal information being shared outside Flowetic in the following circumstances:

- Where Flowetic needs to share your information to provide the service you have requested.
- Where Flowetic needs to send the information to companies who work on behalf of Flowetic to provide a service to you (we will only provide those companies with the information they need to deliver the service, and they are prohibited from using that information for any other purpose).
- Flowetic will also disclose your personal information if required to do so by law in urgent circumstances, to protect personal safety, the public or our website.
- We may aggregate statistics, responses to any surveys and questionnaires, traffic patterns and related site information and disclose such aggregate data to third parties for marketing, advertising or other promotional purposes but such aggregate data will not include any Personal Information.

- To enable Flowetic to monitor and improve our website, we may gather and record on our servers certain aggregated information about you when you use it, including without limitation, details of your operating system, browser version, domain name and IP address, the URL you came from and go to and the parts of our website you visit. Such information is primarily used to provide you with an enhanced on-line experience.
- If, in the course of you using the services on the website, you provide Flowetic with personal information which relates to your racial or ethnic origin or opinions, religion or other beliefs of a similar nature ("Sensitive Data") we will not disclose this sensitive data to any person for any reason without your express prior consent.
- You must at all times ensure that the personal information you provide is accurate and complete and all registration details (where applicable) shall contain your real name, address and other requested details.
- You will notify Flowetic of any changes to these as soon as you are able so that Flowetic can update its records.
- You are solely responsible for your personal information and we may take any action with respect to your personal information we deem necessary or appropriate if we believe it may cause Flowetic to suffer any loss, liability or commercial damage.
- Any information provided by you in connection with any transaction regarding your credit or debit card numbers, expiry date and billing or delivery address will be used by us, or by others on our behalf, to process the transaction. These details will be stored on a secure server and encrypted and may be used by us to facilitate and personalise future transactions with you.
- Whilst we will take all reasonable steps to protect your personal information, we cannot guarantee the security of any personal information you disclose online. You accept the inherent security implications of dealing on-line over the internet and will not hold Flowetic responsible for any breach of security unless we have been negligent and then only to the limits set out in the terms and conditions for this Website.
- Members of the Flowetic Instructor Network are entirely responsible for maintaining the confidentiality of their password and account. Furthermore, members are entirely responsible for any and all activities that occur under their account and agree to indemnify, defend, and hold harmless the providers for any liability or expense arising from such use or misuse. Members agree to immediately notify the providers of any unauthorised use of their account or any other breach of security known to them.

Complaints Procedure

If you have a complaint or are unhappy with any aspect of Flowetic website please contact info@flowetic.co.uk.

All complaints will be dealt with fairly and in the strictest confidence. No information supplied will be used for any other purpose other than to respond to the complaint.

Terms of Use Agreement

1. Acceptance of Terms

This Agreement sets forth legally binding terms for your use of the Flowetic Website. By using the Flowetic Website, you agree to be bound by this Agreement, whether you are a “Visitor” (which means that you simply browse the Website) or you are a “Member” (which means that you have registered on the Website as a user). If you do not accept the terms of this Agreement, you should leave the Website and discontinue use of the Service immediately. We may modify this Agreement from time to time, and such modification shall be effective upon its posting on the Website. You agree to be bound by any modification to this Agreement when you use the Website after any such modification is posted; it is therefore important that you review this Agreement regularly.

2. General Registration Requirements

If you wish to become a Member, communicate with other Members and otherwise make use of the Service, you must read this Agreement and indicate your acceptance during the registration process. In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United Kingdom or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form available on the Website (the “Registration Data”) and (b) maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Flowetic reserves the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof) at any time. Use of the Service and membership on the Website is void where prohibited.

Content (as defined in Section 6 of this Agreement) on the Website is provided to you “AS IS” for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of Flowetic. Flowetic reserves all rights not expressly granted in and to the Website and the Content.

You may access Website and Content as available:

- for your information and personal use;
- as intended through the normal functionality of the Flowetic Service; and
- for Streaming, (“Streaming” or “Stream” means a contemporaneous digital transmission of an audiovisual work via the Internet from the Flowetic Service to a user’s device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user). Accessing Website videos for any purpose or in any manner other than Streaming is expressly prohibited.
- Once purchased, streaming videos, live classes and membership payments are non refundable.

3. Health Disclaimer

Physical exercise, in all of its forms and with or without the use of equipment such as barres, bands or any other equipment that may be suggested by a Flowetic instructor,

is a strenuous physical activity. Accordingly, you are urged and advised to seek the advice of a physician before beginning any physical exercise regimen, routine, programme or using any suggested equipment, shown in any of the video clips on the Flowetic website. Flowetic is not a medical organisation and cannot give you medical advice or diagnosis. All suggestions and comments relating to the use of equipment, exercises and instruction are not required to be performed by you and are carried out at your election while viewing Flowetic videos or live classes. Nothing contained in this Website should be construed as any form of such medical advice or diagnosis.

By using the Website you represent that you understand that physical exercise involves strenuous physical movement, and that such activity carries the risk of injury whether physical or mental. You understand that it is your responsibility to judge your physical and mental capabilities for such activities. It is your responsibility to ensure that by participating in classes and activities from Flowetic, you will not exceed your limits while performing such activity, and you will select the appropriate level of classes for your skills and abilities, as well as for any mental or physical conditions and/or limitations you have. You understand that, from time to time instructors may suggest physical adjustments or the use of equipment and it is your sole responsibility to determine if any such suggested adjustment or equipment is appropriate for your level of ability and physical and mental condition. You expressly waive and release any claim that you may have at any time for injury of any kind against Flowetic, or any person or entity involved with Flowetic, including without limitation its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates and representatives.

4. Minors

Flowetic's content is not directed to persons under eighteen (18) years of age, and by providing information about yourself to Flowetic you are representing that you are eighteen (18) years of age or older.

5. Member Account, Password and Security

If you register on the Website, you will be required to choose a password and user name, and you may be asked for additional information regarding your account, such as your e-mail address. You are responsible for maintaining the confidentiality of your password and account information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Flowetic of any unauthorised use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. You may never use another Member's account without prior authorisation from Flowetic. Flowetic will not be liable for any loss or damage arising from your failure to comply with this Agreement.

6. Prohibited Conduct

You agree not to use the Service to post or otherwise transmit information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content" means the transmission of information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials generated by a user) that:

- is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person;

- exploits people in a sexual or violent manner;
- contains nudity, violence, pornography, sexually explicit material or offensive subject matter;
- provides any telephone numbers, street addresses, last names or email addresses of anyone other than your own;
- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- violates any intellectual property or other proprietary right of any third party, including Content that promotes an illegal or unauthorised copy of another person's copyrighted work;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information from other Members;
- involves commercial activities and/or sales without Flowetic's prior written consent, such as contests, sweepstakes, barter, advertising, and/or pyramid schemes;
- includes a photograph of another person that you have posted without that person's consent or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights;
- denigrates, ridicules, or demeans another person; or
- contains a virus or other harmful component.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the Flowetic servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.

7. Responsibility for Content

You, and not Flowetic, are entirely responsible for all Content that you post, email, transmit or otherwise make available via the Website. Flowetic does not control the Content posted via the Website and, as such, we do not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that you deem offensive, indecent or objectionable. Under no circumstances will Flowetic be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred at any time as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

8. Rejection/Removal of Content

You acknowledge that Flowetic may or may not pre-screen Content posted on the Website, that Flowetic is not responsible for behaviour or comments of teachers and/or

students and/or music on the Website, but that Flowetic shall have the right (but not the obligation) in its sole discretion to pre-screen, edit, refuse, or remove any Content or portion thereof that is available via the Service, for any reason. Without limiting the foregoing, Flowetic shall have the right to remove from the Website any Content that violates this Agreement or is otherwise objectionable in the sole discretion of Flowetic.

If you become aware of misuse of the Service by any person, please contact Flowetic.

9. Termination or Suspension of Account

You agree that Flowetic may at any time and for any reason, including a period of account inactivity, terminate your access to Flowetic Services, or restrict or suspend your access to all or any part of the Service at any time, for any or no reason, with or without prior notice, and without liability. Flowetic video content once purchased is yours to view as many times as you wish for the time specified by Flowetic. This length of time may vary per product but it is the responsibility of the purchaser to check and understand that these are in streaming form and that access is temporary much like a rental video.

10. Preservation/Disclosure

You acknowledge, consent and agree that Flowetic may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process nationally or internationally; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; (e) protect the rights, property or personal safety of Flowetic, its Members and the public.

11. Security Components

You understand that the Website and software embodied within the Website may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Flowetic and/or content providers who provide content to Flowetic. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded into the Website.

12. Proprietary Rights

All materials on the Website, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software and other elements (collectively, "Material") are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by Flowetic or by third parties that have licensed or otherwise provided their material to Flowetic. You acknowledge and agree that all Materials on the Website are made available for limited, non-commercial, personal use only. Except as specifically provided herein or elsewhere on this Website, no Material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without Flowetic's prior express written permission. You may not add, delete, distort, or otherwise modify the Material. Any unauthorised attempt to modify any Material, to defeat or circumvent any security features, or to utilise the Website or any part of the Material for any purpose other than its intended purposes is strictly prohibited.

13. Non-commercial Use

The Service may not be used in connection with any commercial purposes, except as specifically approved by Flowetic. Unauthorised framing of or linking to any of the Website is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from Member profiles and Content without notice and may result in termination of membership privileges.

14. License to Your Content

By posting, displaying, publishing, transmitting, or otherwise making available (individually and collectively, "Posting") any Content on or through the Website or the Service, you hereby grant to Flowetic a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, worldwide license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, adapt, translate, create derivative works, publish, publicly perform, publicly display, store, reproduce, transmit, distribute, and otherwise make available such Content on and through the Website, in print, or in any other format or media now known or hereafter invented, without prior notification, compensation, or attribution to you, and without your consent. If you wish to remove any Content from the Service, your ability to do so may depend on the type of Content, the location and manner of Posting, and other factors. You may contact Flowetic to request the removal of certain Content you have Posted, but Flowetic has no obligation to remove any such Content, may choose whether or not to do so in its sole discretion, and makes no guarantee as to the complete deletion of any such Content and copies thereof. Notwithstanding the foregoing, a back-up or residual copy of any Content Posted by you may remain on Flowetic's servers after the Content appears to have been removed from the Website, and Flowetic retains the rights to all such remaining copies. You represent and warrant that: (a) you own all right, title and interest in all Content posted by you on or through the Website or the Service, or otherwise have the right to grant the license set forth in this section, and (b) the Posting of your Content on or through the Website or Service does not violate the privacy rights, publicity rights, copyrights, publishing, trademarks, patents, trade secrets, contract rights, confidentiality, or any other rights of any third party.

15. Flowetic and Third Parties

Our Website contains Content of Flowetic, and Content of third party licensors to Flowetic (including content provided by users of the Website, as described above), which is protected by copyright, trademark, patent, trade secret and other laws. Flowetic owns and retains all rights, title and interest in the Flowetic Content. Flowetic hereby grants to you a limited, revocable, non-sublicensable license to Stream and/or view the Flowetic Content and any third party Content located on or available through the Website or Service (excluding any software code therein as set forth above) solely for your personal, non-commercial use in connection with viewing the Website and using the Service. Except for Content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, make available, or sell any Content appearing on or through the Website or Service.

Any dealings with third parties included within or on the Website involving the delivery of and payment for goods and services, or any other terms, conditions, warranties, or representations associated with such third parties, are solely between you and that third party. Flowetic is neither responsible nor liable for any part of such dealings or promotions. Any reference to any third party or the products or services of any third party on the Website does not constitute an endorsement or recommendation of such third party or the product or services of such third party by Flowetic or any of its

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16. Other Sites

Our Website may contain links to other sites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of their website. Flowetic does not assume any responsibility or liability for the actions, product, and content of any such website. Before you use any third party website, you should review the applicable terms of use and policies for such website. The inclusion of a link in any of the Website does not imply Flowetic's endorsement of such third party website. If you decide to access any such linked website, you do so at your own risk.

17. International Use

Due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from England and Wales or the country in which you reside.

18. Privacy Policy

Flowetic respects your privacy and permits you to control certain aspects of the treatment of your personal information whilst remaining in accordance with the rules of Flowetic's Member Account Information, Preservation/Disclosure.

19. Infringement Policy

Flowetic reserves the right in its sole discretion to immediately suspend and/or terminate access to the Service or the Website by any user who is alleged to have infringed on the intellectual property rights of Flowetic or of a third party, or otherwise violated any intellectual property laws or regulations. Flowetic's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Flowetic to delete, edit, or disable the material in question, you must provide Flowetic with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a

single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Flowetic to locate the material; (d) information reasonably sufficient to permit Flowetic to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Flowetic by email with a return receipt acknowledgement.

20. Member Disputes

You are solely responsible for your interactions with other Members. Flowetic reserves the right, but has no obligation, to monitor or mediate disputes between you and other Members.

21. Term and Termination and refunds

This Agreement shall remain in full force and effect for so long as it is posted on any of the Website. You may terminate your membership at any time, for any reason, by following the instructions on the Website. If you cancel your membership before the end of the applicable billing cycle, your account will be cancelled as of the following month. You will not receive a refund for the current billing period. 24hrs notice is required to cancel a live class booking and receive a refund. Less than 24hrs notice means you will not be refunded the cost of your class. Downloadable workouts once purchased are non refundable.

Flowetic reserves the right to terminate your account or your access to the Website immediately, with or without notice to you, and without liability to you, if Flowetic believes that you have breached any of the terms of this Agreement, furnished Flowetic with false or misleading information, or interfered with use of the Website or the Service by others.

22. Membership

- **No Sharing.** Members of Flowetic may not share, give or sell their password or username to any other person or entity. Excessive viewings or logins by any Member will be construed by Flowetic as fraudulent use of the Website, which will result in the immediate cancellation of membership without refund. When becoming a Member you agree to take all actions possible to protect your username and password from fraudulent use.
- **Fraudulent Use.** Flowetic reserves the right to cancel any membership it believes has been compromised, or is being used fraudulently, at its own discretion.
- **Free Challenges and Trial Subscriptions.** We require that you provide a valid credit or debit card ("Payment Source") at the time you register for a free trial to ensure that you have continued access to your membership after the expiration of the challenge or trial. Flowetic will not bill your account until after your free trial has expired and provided that you have not cancelled your account during the Free Trial period. You may only use a free trial or challenge once. Flowetic reserves the right to terminate any account that is using or trying to use more than one Free Trial or challenge.

- **Billing.** Memberships are billed monthly. All memberships are renewed automatically until cancelled. If a membership is terminated due to a violation of this Agreement, Flowetic will not reimburse the Member for the remainder of any paid month, nor will reimbursements be made for membership cancellations prior to any monthly renewal date. Members may cancel their membership at any time. Membership must be cancelled prior to the renewal date in order to end membership charges. At times, special prepaid membership packages will be available for purchase. Special prepaid memberships will be recurring and will renew automatically on the expiry date. Memberships must be cancelled prior to the renewal date in order to end membership charges.
- **Pricing.** When you purchase a membership subscription, you will initially be charged at the rate applicable at the time of your agreement to subscribe. If Flowetic later increases the price of the subscription, Flowetic will notify you. The increase will apply to the next payment due from you after the notice, provided that you have been given at least 10 days' prior notice before the charge is made. If you are given less than 10 days' prior notice, the price increase will not apply until the payment after the next payment due.

23. Disclaimer of Warranties

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. THE WEBSITE AND THE MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, FLOWETIC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. FLOWETIC MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS WEBSITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORISED ACCESS TO OR USE OF FLOWETIC SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE.

FLOWETIC DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND FLOWETIC WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

24. Limitation on Liability

IN NO EVENT SHALL FLOWETIC, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORISED ACCESS TO OR USE OF FLOWETIC SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FLOWETIC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT FLOWETIC SHALL NOT BE LIABLE FOR CONTENT POSTED BY USERS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

ANY REFERENCE TO A PERSON, ENTITY, PRODUCT, OR SERVICE ON THIS WEBSITE DOES NOT CONSTITUTE AN ENDORSEMENT OR RECOMMENDATION BY FLOWETIC OR ANY OF ITS EMPLOYEES. FLOWETIC IS NOT RESPONSIBLE FOR ANY THIRD PARTY CONTENT ON THE WEBSITE OR THIRD PARTY WEB PAGE ACCESSED FROM THIS WEBSITE, NOR DOES FLOWETIC WARRANT THE ACCURACY OF ANY INFORMATION CONTAINED IN A THIRD PARTY WEBSITE OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

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FLOWETIC RESERVES THE RIGHT TO REMOVE ANY MATERIAL POSTED ON THE WEBSITE THAT IT DETERMINES IN ITS SOLE DISCRETION IS VIOLATIVE OF ANY LAW OR RIGHT OF ANY PERSON, INFRINGES THE RIGHTS OF ANY PERSON, OR IS OTHERWISE INAPPROPRIATE FOR POSTING ON THE WEBSITE.

25. Exclusions and Limitations

Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to you; all other provisions of this Agreement remain in full force and effect.

26. Indemnity

You agree to defend, indemnify and hold harmless Flowetic, its subsidiaries, affiliates, subcontractors, officers, directors, employees, consultants, representatives and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees and costs) arising from: (i) your use of and access to the Website; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your submissions of Content caused damage to a third party. This defence and indemnification obligation will survive this Agreement and your use of the Website.

27. Additional Terms

We may also require you to follow additional rules, guidelines or other conditions in order to participate in certain promotions or activities available through the Website, to obtain certain premium Content through the Website, or for other reasons. These additional terms are part of this Agreement, and you agree to comply with them when you participate in those promotions, or otherwise engage in activities governed by such additional terms.

28. Modification and Discontinuation

We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently the Service or any of the Website (or any portion thereof) with or without notice. You agree that we will not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Service or the Website.

29. Assignment

This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Flowetic without restriction.

30. Integration Clause

This Agreement together with any other legal notices published by Flowetic on the Website, shall constitute the entire agreement between you and Flowetic concerning the Website and governs your use of the Website and Service, superseding any prior agreements between you and Flowetic with respect to the Website and Service.

31. Waiver and Severability of Terms

The failure of Flowetic to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

32. Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website, the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

33. Governing Law and Venue

This Agreement shall be governed by the laws of England and Wales, without respect to its conflict of laws principles. Any claim or dispute between you and Flowetic that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in the United Kingdom.

34. Ability to Accept Terms of Service

You affirm that you are at least eighteen (18) years of age, and are fully able and competent to enter into this Agreement, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

35. General

Flowetic reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review this Agreement for any changes. Your use of the Website following any amendment of this Agreement will signify your assent to and acceptance of its revised terms.