

Terms Of Use - Flout

TERMS OF USE

This Terms of Use was published on January 26, 2022 and last updated on January 26, 2022. The PDF copy of this Policy can be downloaded [here](#).

OVERVIEW

This website is operated by 21 Holdings Limited (Hereinafter referred to as “**Flout**” “we” “our platform” “our website/site” and/or “us”), a limited liability company having its registered office at Parkshot House, 5 Kew Road, Richmond, United Kingdom, TW9 2PR. We are registered in England and Wales under number 10815109 trading under the website flout.com, (individually referred to as “the site” or “our website” or “our platform”)

Throughout the site, the terms “we”, “us” and “our” refer to 21 Holdings Limited. 21 Holdings Limited offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

You can print a PDF copy of these terms [here](#).

YOUR ATTENTION IS HEREBY DRAWN TO SECTION 12.

By visiting our site and/ or purchasing our Services, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Use”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink including but not limited to our Privacy Policy and Cookies Policy. These Terms of Use apply to all users of the website, including without limitation users who are browsers, vendors, customers, merchants, Content and/ or contributors of Content.

Please read these Terms of Use carefully before accessing or using our website. By accessing or using any part of the website, you agree to be bound by these Terms of Use. If you do not agree to all the terms and conditions of these Terms of Use, then you may not access the website or use any of our Services. If these Terms of Use are considered an offer, acceptance is expressly limited to these Terms of Use.

Regarding any issue related and connected to this Terms of Use, we can be contacted at contact@flout.com . We have a dedicated team who would endeavour to respond to your email as soon as possible. Please be informed that we are only able to give clarifications and explanations, We are not able to provide legal advice.

Any new features or tools which are added to the current website also be subject to the Terms of Use. You can review the most current version of the Terms of Use at any time on this page. We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. If you are registered on our website, we will endeavour to give you notice of any amendment to these Terms of Use. However, this does not take away your obligation to check our Terms of Use page before transactions or use. Your continued use of or access to our website or Services following the posting of any changes constitutes acceptance of those changes.

SECTION ONE - DEFINITIONS AND INTERPRETATIONS.

As used in this Terms of Use, the following words and terms shall have the meanings ascribed to them below with words in the singular deemed to include those in the plural and vice versa:

- a. **Agreement or Contract** - means your contract for the use of our Services and/or the use of our website. As regarding your use of our Services, more details are provided in section 2
- b. **Account** - means a registered profile needed for access and use of our Services, please see section 4 for more details.
- c. **Dashboard or Account Page** - A page on our website where Users can control their activities on our website.
- d. **Flout** - means 21 Holdings Limited, a company registered and located in the United Kingdom which can be contacted on our contact page.

- e. **Order**- means a request for a Subscription to our Services.
- f. **Our Content** - includes those Contents provided to users by us, which is related to or connected with our products, Services and activities on our website.
- g. **Payment** - includes any monies paid to us by any user in respect of the Services.
- h. **Party** - means either user as defined in section 1(p) or Flout as defined in section 1(d).
- i. **Parties** - means both users defined in section 1(p) and Flout as defined in section 1(d).
- j. **Platform** - Includes all avenues in which our Services can be accessed and used. This includes but is not limited to <http://flout.com/> , and any of our Services, etc.
- k. **Products** - includes subscription(s) or any other services or any other tool offered on our website.
- l. **Subscription** - means a subscription (or free trial) for access to our Services which has been fully paid for.
- m. **Subscription Confirmation** - means an acceptance of an Order or request to use our Services(s).
- n. **Services** - includes anything related to and connected with our influencer marketing analytics Services, the use of our website and/or any other Services available on our website.
- o. **Terms of Use** - means these “Terms of Use” together with the terms incorporated by reference, all as may be amended, varied or supplemented from time to time by us in accordance with the provisions of these Terms of Use
- p. **User or Users** - any user of our website including but not limited to website visitors, or any person using our Services or website for whatsoever reason.
- q. **User Content** - means any Content provided by the persons who fall under the category in section 1(p) above.
- r. **Website** - <http://flout.com> and all of our Services.
- s. **You or Your** - means the same thing as “user” as described in section 1(p)

1.2 References.

Any reference to a statutory provision shall be construed as a reference to:

- a. Any statutory modification or re-enactment thereof (whether before or after the date hereof) for the time being in force;
- b. All statutory instruments or Orders made pursuant thereto; and
- c. Any statutory provisions of which that statutory provision is a re-enactment or modification.
- d. Any reference to a document or this Terms of Use shall include a reference to any amendment, replacement, notation or supplement to that document or this Terms of Use but excluding any amendment replacement, notation or supplement made in breach of this Terms of Use.
- e. Any reference to a party, (who can either be users or Flout collectively and individually) to this Terms of Use includes a reference to that Party’s successors and permitted assigns.
- f. Paragraph headings are inserted for ease of reference and convenience and shall not be construed as forming part of this Terms of Use or used in the interpretation of any Article hereof.
- g. Words denoting the singular shall include the plural and vice versa.
- h. Words denoting persons shall include corporations, partnerships, sole traders firms and organisations and vice versa.
- i. Words denoting any gender shall include all genders.

SECTION TWO - OUR SERVICES.

- a. We are an online platform providing influencer marketing analytics to social media websites. This includes but is not limited to insights about influencers, audience and Content. We use statistics and analytical tools to provide companies with information about the influencer marketing strategies of companies and organizations as desired by them. We also offer tools to help users manage influencers’ marketing campaigns on an ongoing basis. Access to the website is on an “as available” basis.
- b. To access our Services, you must have an account and must have purchased a Subscription (which includes the free trial access).

- c. You acknowledge that the website is an evolving one and that the form and nature of the website, including the Services, may change from time to time. Whenever we are making a reasonably significant change, we will inform you about the changes.
- d. We will take all reasonable steps to ensure that access to our Services is available at all times. We will inform you if we need to carry out an upgrade or restrict access to our Services for a period of time for maintenance purposes.
- e. You agree that we do not bear any liability from any loss of data, business opportunity or Content due to the scheduled maintenance, unplanned outages or malfunctioning of our website.
- f. If you have any questions or complaints regarding our service, you can reach us through the information contained in our contact us page.
- g. As a consumer, you have certain legal rights under the Consumer Rights Act 2015 that may apply to our service(s). These are that (i) any Services provided by us must be provided with reasonable care and skill and in compliance with information provided by us. If we fail to do so, you may be entitled to require us to re-perform or fix the problem or, if we cannot provide such a remedy, you may be entitled to a full or partial refund.
- h. You hereby agree that neither our Services, our website, nor any part of our website constitutes advice or suggestion. They are just general information put out for information purposes only.
- i. We make no representation, warranty, or guarantee that our website or Services will meet your requirements, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure. We will take reasonable steps to ensure that our Content(s) and service(s) are functional and that they work; however, we do not make any express or implied warranty, guarantee or representation that it will be functional and up to date. We are not responsible for any user Content and those Content do not reflect our opinion or values.

SECTION THREE - PERMITTED USE OF OUR SERVICE.

- a. Users are only allowed to use our Services in a legal and fair way. Usage should only be in a manner that protects our intellectual property and our commercial interests.
- b. Users warrant that our Services will not be used for any manner that:
 - i. infringes our or another person's intellectual property or proprietary rights;
 - ii. insinuates or portrays association or connection with us including but not limited to the use of our logo, trademark or name without our expressly written permission.
 - iii. is connected to explicit Contents, illegal Contents, discriminatory or hate Contents.
 - iv. facilitates illegal or criminal activities;
 - v. infringes on the privacy and/or rights of another person;
 - vi. discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age; and/or
 - vii. steal or extract the personal data of another person.
- c. You agree to not attempt to gain unauthorized access to any part of our website, the server on which our website is stored, or any other server, computer, or database connected to our website. You agree and covenant that you will not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via our website, or attack our website by any means
- d. By using the Services, you agree to indemnify, hold harmless and defend Flout and its subsidiaries, affiliates, shareholders, officers, directors, agents, licensors, suppliers, other partners, employees, and representatives from any claims, damages, losses, liabilities, and all costs and expenses of defence, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with your use of the Services, including but not limited to (a) acts and/or omissions on or off the website; (b) violation of any rights of another, including without limitation any alleged infringement of intellectual property or other right of any person or entity relating to the website; (c) breach of these Terms; (d) use and/or misuse of the website, including without limitation any information, Content and/or materials thereon; (e) violation of any applicable law or regulation; (f) inaccurate, untimely, incomplete or misleading user information, including without limitation with respect to registration, profile or eligibility; (g) misstatements and/or misrepresentations; (h) use of links to third party websites, including without limitation such websites' availability, Terms of Use, privacy policy, information, Content, materials, advertising, products and/or Services; (i) user information and any acts or omissions with respect to such user information; (j) use of any information in third-party reports; (k) use of third-party payment processing Services; (l) use of phone support Services; and/or (m) use of any Services or

products or any contracts or arrangements made or provided based on information, Content and/or materials obtained on or through the website. You further agree that you will cooperate as requested by Us in the defence of such claims. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by users, and you shall not in any event, settle any claim or matter on our behalf without our written consent.

- e. You must not engage in activities that are detrimental to our website or its functionality. You shall not take actions to bypass our security measures or gain unauthorized access to our Content or any other user's Content, reverse engineer or take apart our Services or website.

SECTION FOUR - YOUR ACCOUNT, THE SECURITY OF YOUR ACCOUNT AND YOUR OBLIGATIONS.

- a. To use our Services, you need to have opened an account with us.
- b. We collect selected information when registering an account with us. The safety and protection of your information are managed in accordance with our privacy policy.
- c. You are obligated to provide accurate and complete information when registering an account on our website or when interacting with us through any means whatsoever. It is your responsibility to provide accurate information to us at all times. You must ensure that your account is updated and accurate at all times.
- d. You are solely responsible for any and all activities which occur under your Account.
- e. The confidentiality of your account and its activities are your sole responsibility. Any suspicion of any unauthorised use of your account should be reported to us immediately by sending an email to contact@flout.com . Flout is not liable for any loss or damages from any unauthorised use of your account by another person. You agree to notify us immediately of any unauthorised use of your password or account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account.
- f. As a user, you hereby represent that you are not impersonating another person or being fraudulent. You undertake that you will not use anyone else's account or solicit, collect or use the login credentials of other users.
- g. As a user you must refrain from carrying out criminal activities with your account , violate any law, breach a contract or a legal duty, offer illegal rewards, violate our Terms of Use and all our other policies.
- h. You agree to not share your account (or account details) with anyone else, or sell, transfer, license or assign your account or any account rights to third parties.
- i. Should your account be banned by us, you are not entitled to create a new account to access the website.
- j. We reserve the discretion and right to terminate, monitor, suspend, delete or ban the account of any user on our website. We have no obligation to give any reason or explanation for such action. We take these actions for the benefit of our website.
- k. Users can delete their account and thereby permanently terminate their access to our Services through their profile settings in their Account. Please note that deleting your account does not delete all your Content. We may need to keep certain users' Contents for business reasons and legal compliance purposes. Please read our privacy policy for more information.
- l. If you request to delete your account when your Subscription is still on-going, you will still be allowed access until the end of your Subscription unless you confirm in written form that you would like to delete your account regardless. Please note that in this case, you are not due a refund and we are unable to refund you the Subscription fees paid. Deleting your account would however cancel all auto renewal.
- m. Users agree that our website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the Contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.
- n. Users must not spam or distribute viruses or any software/program that affects the proper functioning of any equipment or the use of our website. Users must not engage in activities that are detrimental to our website or its functionality. Users shall not take actions to bypass our security measures or gain unauthorized access to our Content or any other User's Content, reverse engineer or take apart any of our services or website.
- o. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or

otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website.

- p. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.
- q. You agree that we are not responsible for any loss or damages arising from the failure to comply with section 4(a) - 4(q) above. We may terminate, suspend or take any action against your account for violation of any Terms of Use.

SECTION FIVE - HOW THE SUBSCRIPTION CONTRACT IS FORMED BETWEEN YOU AND US

- a. After creating an account with us, you can continue by making an Order for a Subscription. You will be guided through this process on our website and you will be allowed to review and amend your Order at checkout. It is your responsibility to ensure that you check the Order details so please check it carefully before you complete your Order.
- b. We reserve the right to limit the sales of our Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any Services that we offer. These restrictions may include Orders placed by or under the same customer account, the same credit card, and/or Orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an Order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the Order was made. We reserve the right to limit or prohibit Orders that, in our sole judgement, appear to be placed by dealers, resellers or distributors.
- c. When you place an Order for a Subscription with us, you will receive a confirmation of Order email. Please note that this does not mean that your Order has been accepted. Your Order constitutes an offer to us to buy a Subscription (our service[s]). All Orders are subject to availability and acceptance by us. We reserve the right to reject any Order for any reason we deem fit. The Order rejection notice will be communicated to you
- d. Please note that no part of our Services, website or Content is contractually capable of accepting your Order offer. Therefore our acceptance will be with a Subscription confirmation notice which will be sent to you by email. Please note that your Order will not be processed until payment for the Order has been received in full in the manner stipulated in section 7
- e. Our Subscription confirmation will include details of your Subscription, the Subscription fees, including VAT and other miscellaneous fees disclosed to you at the checkout point, the duration of your Subscription, the level of access you have and other relevant information.
- f. By purchasing a Subscription, you are expressly requesting that you wish access to our Services to be made available to you immediately (you will be required to acknowledge this at checkout). If you are a consumer, this will result in your right to cancel during the "cooling-off" period being lost. Please be aware that We do not offer any Subscriptions that do not begin immediately. For more details of your rights, if you are a consumer, please kindly see section 9

SECTION SIX - RECURRING PAYMENT AND AUTO-RENEWAL

By subscribing, you agree as follows:

- a. that your Subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation of your auto renewal Subscription;
- b. you agree to pay recurring periodic Subscriptions for an indefinite time until cancelled by you, on the Subscription selected and set out in the opt-in notice completed during the Order Process
- c. that we may submit periodic charges without further authorisation from you, until you provide prior notice that you have terminated this auto renewal authorisation;
- d. that you will ensure that the payment method is a valid one and you will change any outdated payment method;
- e. Auto-renewing Subscriptions can be cancelled at any time by sending an email to contact@flout.com, Cancelling an auto-renewal Subscription setup prevents your Subscription from being auto-renewed. Subject to sub-section 9(b), cancelling an auto renewal does not entitle you to a refund. You will continue to have access to our Services for the duration of the remainder of the Subscription period you are in when you cancel the auto-renew.

SECTION SEVEN - PAYMENT PROVISIONS.

- a. We offer a wide range of Subscription plans and the details of each plan can be found at flout.com
- b. Payment shall be made by You using the mediums and payment channels stipulated on our website. Our payment medium may include credit and debit cards with Visa, Visa Debit, Mastercard and American Express. We may also

accept payment options which include but are not limited to Paypal, Stripe Google Pay, Amazon Pay, Apple Pay. Please note that unless a payment channel is available on our website, they are not acceptable to us. Please note that the use of any payment medium might attract extra charges from the payment provider, this will be communicated to you before the payment medium is used. You will pay for such additional charges. Data registered and saved by us act as proof of Order and of all transactions done. Please see our privacy policy for further information.

- c. Payment shall not be deemed to have been made until we have received cleared funds in respect of the full amount of your Order.
- d. We reserve the right to modify the prices at all times but the prices invoiced to you are those applicable on the date of the Order.
- e. It is always possible that, despite our best efforts, some of the products listed on our site may be incorrectly priced. We will normally verify prices prior to acceptance so that, where a Subscription's correct price is less than our stated price, we will charge the lower amount. You agree that if a Product's correct price is higher than the price stated on our website, we will normally, at our discretion, either contact you for instructions or reject your Order and notify you of such rejection.
- f. You hereby also agree that We are under no obligation to provide the product to you at the incorrect (lower) price, even after we have sent you a Subscription confirmation if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a miss-pricing.
- g. You hereby agree that any cost associated or incurred as a result of integrating any third party application or Content to Flout is not covered by the Subscription payment. You agree that you are responsible for any cost related and connected to the use of such third party application(s). The availability of channels to integrate these third party Contents on Flout does not mean we agree to the cost of using such third party applications or Contents.
- h. There are circumstances where we offer rewards, discounts or promotion codes. Please note that discounts are subject to the provisions of section 8
- i. If you become aware of fraudulent use of your payment card or information on our website, or if it is lost or stolen, you must notify your card provider in accordance with the applicable reporting rules.

SECTION EIGHT - DISCOUNTS

- a. From time to time, we may offer "discount codes", "promotional codes", "promo codes", or "offer codes" through a variety of promotional activities and communications (collectively referred to herein as "offer codes") that are redeemable towards a purchase on the website, subject to certain exclusions or any other restrictions as may be determined and communicated by us.
- b. Only valid offer codes provided or promoted by Us will be honoured at checkout. Codes supplied or promoted by third-parties unauthorized by us (including any unauthorized third party websites) will not be considered valid.
- c. Each offer code provided by us is non-transferable and valid for single use on an item (or items) of merchandise as determined by us. Offer codes may not be combined and customers are limited to the use of a single offer code per Order. For online purchases, the code must be entered in the 'offer code' field prior to checkout.
- d. We are not responsible for lost, stolen or corrupted codes or any unauthorized use of codes.
- e. Offer codes cannot be redeemed for cash or any cash equivalent; no substitutions or credits allowed. The value of any offer code will not be refunded or credited back if any part of our Service is unavailable. Expiry dates may apply to each offer code. Offer codes are void if copied, transferred, sold, exchanged or expired, and where prohibited. Requests not complying with all offer code requirements will not be honoured.
- f. From time to time, we may also engage spokespeople, influencers, bloggers, or other individuals or entities who have been compensated or incentivised to speak on behalf of the brand. When you receive an offer code via a third-party source, such as a television or radio show host, please note that such individuals may have been compensated by us for their statements.

SECTION NINE - CANCELLATION AND YOUR RIGHTS AS A CONSUMER.

- a. Consumers (this does not include business organizations in business to business contracts) in the United Kingdom and European Union have a legal right to a cooling off period of 14 days. However, as stated in section 5, our Services are made available immediately when a Subscription is purchased. Therefore the 14 days cooling off provision is not available for purchase on our website or to our Services.
- b. However, we offer limited cancellation in certain scenarios and they are as follows:
 - i. If you cancel before the end of your free trial period;

- ii. If there is a breach of our duty in line with section 2(g) of this Terms of Use;
 - iii. if we inform you of an amendment to our Services, privacy policy or Terms of Use that you do not agree to;
 - iv. if we inform you of the error to our prices and you do not wish to keep our use;
 - v. if we are unable to perform our Services for a continuous period of 30 days due to inevitable circumstances and events out of our reach or control;
 - vi. If we breach any of our Terms of Use or privacy policy.
- c. To cancel your Subscription, please email us at contact@flout.com. To improve our Services, we will request that you tell us why you are cancelling. While you have no obligation to answer this, we would appreciate it if you can answer the question as it is key to the development and growth of our Services.
 - d. We have the right to cancel your Subscription. However, we will inform you as to why we did this. If you breach our Terms of Use, then we may not inform you. Cancelling your Subscription for the breach of our Terms of Use does not entitle you to a refund.
 - e. If we cancel your Subscription and you are entitled to a refund of the balance of your Subscription. This refund balance will be prorated based on the price of your Subscription, the days already used and the days left on your Subscription.

SECTION TEN - INTELLECTUAL PROPERTY MATTERS.

- a. **Flout's Intellectual Property** – Our Content, Services, trademark and everything on our website are protected through various intellectual property laws including but not limited to copyright, trademark and all other available protections under the Laws of the United Kingdom.
- b. By using our website, you covenant that you will respect our intellectual property and not adapt it or create derivative works off our Contents. We only grant you a limited, temporary, non-exclusive, non-transferable right to use and access our Content. You cannot and should not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt or copy any of the Content on our website unless you get written permission from us.
- c. By using this website and our Services, you acknowledge and agree that Flout, and its suppliers, own all right, title and interest in and to the Services, our website, its Contents and any and all copyrights, trademarks, patents, trade secrets and any other intellectual property and proprietary rights therein. The Flout marks and logo, and all related product and service names, design marks and slogans are the trademarks, service marks or registered trademarks of Flout and may not be used or modified in any manner without the prior written consent of Flout. Copyrights, trademark rights, database rights, design rights and any and all other intellectual property and other rights relating to our website, Services, existing now or in the future including but not limited to all Flout Content and any other computer programs, source and object code, documentation, software graphics, text, images, designs, animations, databases, logos, domain names, trade names and trade identities are the property of Flout, its subsidiaries, affiliates and/or licensors. Unless expressly granted in writing by Flout, no rights in or to the Content except those expressly set forth within this Terms of Use are granted to you. All Flout's software applications and Content are licensed, not sold, to you, and Flout and its licensors retain ownership of all copies of the Content even after installed on your personal computer, mobile handsets, tablets, and/or other relevant devices.
- d. You shall not take actions to bypass our security measures or gain unauthorized access to our Content, reverse engineer or take apart our Services or website.
- e. We have the right and discretion to limit or revoke this limited license to use.
- f. **Users' Intellectual Property** - You agree that you will be totally responsible for all the user Content you create using our Services. You warrant that you have the right to create the user consent and that you have the right to all materials Used for the creation. You also warrant that it is in line with our Permitted Use of our services as stated in section 3. All User Content and the intellectual property rights subsisting therein, unless specifically labelled otherwise, belongs to or has been licensed by the IJser. All User Content is protected by applicable United Kingdom and international intellectual property laws and treaties. Users may not copy, distribute, publicly perform, publicly display, reproduce or create derivative works based upon another user's Content without first obtaining the express consent of the user to whom the user Content in question belongs.
- g. You agree that you will be liable to us to the extent permissible by law for the breach of the warranties in this section 10(f). You will be responsible for any damages to us or any third Party for the breach of the warranties in section 10(f)
- h. You grant a non-exclusive, global, no borders, perpetual, irrevocable, royalty-free, sub-licensable, and transferable right to use of user's Consent to us who can exercise, commercialize, and exploit the copyright, publicity, trademark, and database rights with respect to your Content. Also, in conjunction with the exercise of such rights, you grant us the

right to identify you as the author of any of your postings or submissions by name, email address or screen name as we deem appropriate.

- i. You hereby also grant us the right to edit, amend, make changes, translate, format or even delete any Users' Content as it deems necessary and appropriate.
- j. You covenant, represent and warrant that they have the right and licence to confer the rights in 10(h) and 10(i) on us. You also warrant that they have not infringed on any third party's (intellectual, privacy, human, proprietary, confidentiality or any other rights) rights.
- k. As a user, you further warrant that We are not required to obtain any license, consent, make any payment or obtain any permission from any third party to use any of your Content on our website. You agree that We do not have any liability for the use of any of your Content.

SECTION ELEVEN - MISCELLANEOUS PROVISIONS.

- a. **Third Party Content** - We may provide links to other Content such as websites, Services and apps. Unless expressly stated, this Content is not under Our control. We neither assume or accept responsibility or liability for such third party Content. The provision of a link by us is for reference only and does not imply any endorsement of the linked Content or of those in control of it. Please make sure you read the Terms and Conditions as well as other relevant Policies of these third parties.
- b. **Unsolicited Idea** – You agree that all unsolicited comments and advice are non-confidential and non -proprietary. An irrevocable, worldwide, transferable and royalty-free license to use, exploit, distribute and display the unsolicited advice or communication is hereby granted to us
- c. **Severability** - We recognise the uncertainty of the law with respect to certain provisions of this Terms of Use and expressly stipulate that these Terms of Use will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of these Terms of Use are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from these Terms of Use or modified so as to make them enforceable, and the validity and enforceability of the remainder of such provisions and of this Terms of Use will be unaffected.
- d. **Amendment** -
 - i. We may update these Terms of Use from time to time by publishing a new version on our Website. The right to amend is at our sole discretion. You should check this page occasionally to ensure you understand any changes to these Terms of Use. We may notify you of changes to this Policy by email or through email or any other choice of communications as set by you.
 - ii. Despite the provisions in section 11(d)(i), you will be subject to the policies and terms and conditions in force at the time that you order products from us or use our website for the relevant service, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the subscription confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions unless you notify us to the contrary within five working days of receipt by you of the products).
- e. **Notices** -
 - iii. Unless otherwise stated in these Terms of Use or any other relevant part of our website, all notices and other communications shall be in writing and delivered by electronic mail. If to Flout, the email address is contact@flout.com unless another email address is provided on the relevant page on our website or this Terms of use agreement. If to any User, the email address will be the email address provided when registering for an account or making Orders. Notice will be deemed received and properly served immediately when posted on our Website or 24 hours after an email is sent. In proving the service of any notice, it will be sufficient to prove that such email was sent to the specified email address of the addressee.
 - iv. When using our website, you accept that communication with us will be through electronic mediums. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that We provide to you electronically comply with any legal requirement that such communications be in writing.
 - v. For information on opting out of our marketing email, please see our privacy policy.
 - vi. This provision in this section 11(e) does not affect your statutory rights.

- f. **Waiver** - No single or partial exercise of a right or remedy provided by these Terms of Use or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy. A waiver of a breach of these Terms of Use does not constitute a waiver of a subsequent or prior breach of these Terms of Use. No waiver by us of any of these Terms of Use shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with section 11 (e) above.
- g. **Entire Agreement** - These Terms of Use set out the entire agreement between the parties and supersedes and extinguishes any previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it has no claim or remedy in respect of any statement, representation, assurance or warranty that is not set out in this Agreement. Neither of the Parties shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other Party's only remedy shall be for breach of contract as provided in these terms and conditions.
- h. **Relationship Of The Parties** - This Terms of Use is intended and shall be construed as creating an Agreement for the purposes specified in this Terms of Use. Nothing in this Terms of Use or otherwise is intended or shall be construed as creating a partnership other than as specifically set out in this Terms of Use or any legal entity between the users and Flout or any ongoing or continuing relationship or commitment between the users of Flout, other than as specifically set out in this Terms of Use.
- i. **Post-Sale Provisions** - Questions, complaints, comments or requests regarding these terms and conditions should be addressed to contact@flout.com . Questions, complaints, comments or requests on our Products and Services should be addressed to contact@flout.com .
- j. **Indemnity** – You agree to indemnify and hold harmless Flout, its successors and assigns, from and against all losses, costs and other damage caused by you, his/her profile or any activity that is related or connected to the use of our website.
- k. **Virus** - We will take all reasonable steps and care to ensure that our website and Services are secure and free from Virus or malware. However, you agree that we are not liable for any virus or liability issue. You also agree that it is your responsibility to ensure that your hardware, software, data and other material are free and secure from viruses, malware and other security risks.
- l. **Governing Law** - These Terms of Use, the jurisdiction clause contained in it and any non-contractual obligations arising out of or in connection with it or its subject matter or formation are governed by, construed and take effect in accordance with the law of England and Wales.
- m. **Dispute Resolution** - Notwithstanding the provisions of section 11 (n), for any and all grievances, disputes, claims, or controversies you may have against Flout (“Disputes”), before pursuing any dispute resolution avenue, you must first give us an opportunity to resolve the Dispute informally by sending an email to contact@flout.com with the subject “Pre-Action Dispute Notice”. The email should contain your name, your email address as registered on your Account (if you have no account, please state that), a detailed description of your grievance and claims, and a description of the specific relief you seek and how we can resolve this grievance. If we do not resolve the Dispute within sixty (60) days after receiving your Pre-Action Dispute Notice, then you may pursue resolution of the Dispute in accordance with section 11(n).
- n. Subject to 11(m), the parties agree that any dispute arising out of or in connection with this Terms of Use or the performance, validity or enforceability of it will be finally resolved by the courts of England and Wales, who have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
- o. **Class Action Waiver** – The Parties agree that any proceedings to resolve or litigate any dispute will be conducted solely on an individual basis. Neither Party will seek to have any dispute heard as a class action, a representative action, a collective action, or in any proceeding in which either Party acts or proposes to act in a representative capacity. The Parties further agree that no proceeding will be joined, consolidated, or combined with another proceeding without the prior written consent of the Parties, and all other parties to any such proceeding.
- p. **Confidentiality** - Except to the extent required by law, any legal or regulatory authority of competent jurisdiction or, with the prior written consent of the other Party. No party shall use or disclose to any third party such information belonging to the other Party. This paragraph shall survive the termination of this Terms of Use. For the avoidance of doubt, Personal Information shall be treated in accordance with Applicable Laws and shall not be considered “confidential information” belonging to a party.
- q. **Third Party Provisions** - We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this

occurs, you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them. As a user you may not assign or transfer these Terms in whole or in part to any third party. These Terms shall bind to the benefit of the parties to these Terms and their respective successors, permitted transferees, and permitted assigns.

- r. The terms in these Terms of Use survive the usage of the website. Even after termination or deletion of your account on our website or the discontinuing of your use of our services for whatsoever reason, either by your choice or our choice, the relevant terms in this Terms of Use continue to apply post-use and termination.

SECTION TWELVE - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY AND INDEMNITY

- a. **WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.**
- b. **IF WE DO NOT DELIVER YOUR ORDER OR IF THE PRODUCTS, WE DELIVER ARE NOT WHAT YOU ORDERED ARE DAMAGED OR DEFECTIVE, OUR ONLY OBLIGATION WILL BE, AT OUR OPTION TO:**
 - i. **REPLACE OR REPAIR ANY PRODUCTS THAT ARE DAMAGED OR DEFECTIVE, OR**
 - ii. **REFUND TO YOU THE AMOUNT PAID BY YOU FOR THE PRODUCTS IN QUESTION.**
- c. **DUE TO THE NATURE OF ANALYTICS SERVICES AND STATISTICAL READINGS, WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE.**
- d. **YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE(S) FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICE(S) AT ANY TIME, WITHOUT NOTICE TO YOU.**
- e. **WE SHALL HAVE NO LIABILITY TO YOU FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT LOSSES INCLUDING WITHOUT LIMIT LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS DAMAGE TO OR LOSS OF GOODWILL, REPUTATION OR DATA.**
- f. **WITHOUT PREJUDICE TO THE FOREGOING, OUR TOTAL AGGREGATE LIABILITY TO YOU UNDER AND/OR ARISING IN RELATION TO THIS CONTRACT SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE RELEVANT PRODUCTS.**
- g. **WE DO NOT WARRANT THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS, OR THAT ANY ERRORS IN THE SERVICE WILL BE CORRECTED.**
- h. **YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE(S) IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED 'AS IS' AND 'AS AVAILABLE' FOR YOUR USE, WITHOUT ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.**
- i. **IN NO CASE SHALL FLOUT, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICE OR ANY PRODUCTS PROCURED USING THE SERVICE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED,**

OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY.

- j. NOTHING IN THIS TERMS OF USE SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO OUR NEGLIGENCE OR ANY LIABILITY WHICH IS DUE TO OUR FRAUD OR ANY OTHER LIABILITY WHICH WE ARE NOT PERMITTED TO EXCLUDE OR LIMIT AS A MATTER OF LAW.**
- k. NOTHING IN THIS TERMS OF USE SHALL EXCLUDE OR LIMIT THE STATUTORY AND ACCRUED RIGHTS OF EITHER YOU OR FLOUT.**
- l. INDEMNITY - USERS AGREE TO INDEMNIFY AND HOLD HARMLESS FLOUT, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, AND AFFILIATES AGAINST ALL LOSSES, COSTS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES) ARISING FROM, WITHOUT LIMITATION, YOUR BREACH OF THESE TERMS AND CONDITIONS, YOUR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OR ANY OTHER RIGHT OF ANY PERSON OR ENTITY, OR YOUR BREACH OF ANY DUTY OF CONFIDENCE OR PRIVACY, OR ANY DEFAMATORY STATEMENTS MADE BY YOU IN ANY FORM.**
- m. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS FLOUT AND OUR PARENT, SUBSIDIARIES, AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, LICENSORS, SERVICE PROVIDERS, SUBCONTRACTORS, SUPPLIERS, INTERNS AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD-PARTY DUE TO OR ARISING OUT OF YOUR BREACH OF THESE TERMS OF USE OR THE DOCUMENTS THEY INCORPORATE BY REFERENCE, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD-PARTY.**

SECTION THIRTEEN - TERMINATION

- a. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
- b. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our Services, or when you cease using our website.
- c. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).
- d. The terms in these Terms of Use survive the usage of the website. Even after termination or deletion of your account on our website or the discontinuing of your use of our services for whatsoever reason, either by your choice or our choice, the relevant terms in this Terms of Use continue to apply post-use and termination.

SECTION FOURTEEN - CONTACTING US.

Please do not hesitate to contact us if you have any questions regarding Flout's policies. You can contact us at contact@flout.com or at our registered address, Parkshot House, 5 Kew Road, Richmond, TW9 2PR.