

## BOLDMIND TERMS & CONDITIONS

Last updated: 20.08.2018

### WELCOME

These Terms and Conditions and any other documents and policies which are incorporated by reference (the “**Terms**”) are between Boldmind Limited, a company registered in England and Wales with company number 08124306 whose registered office is at Kemp House, City Road, London EC1V 2NX (“**Boldmind**”), and the entity agreeing to these terms (the “**Customer**”, “**you**” or “**yours**”).

These Terms are effective as of the date on which the Customer accepts them and registers for a User Account (as defined below) (the “**Effective Date**”). These Terms govern the Customer’s access to and use of the advertising display and data analytics services provided by Boldmind. Boldmind agrees to provide the Services (as defined below) to the Customer in accordance with and subject to these Terms. These Terms form a legally binding contract between Boldmind and you so please take the time to read them carefully and make sure you understand them.

If you are accepting these Terms on behalf of the Customer, you represent and warrant that you: (i) have full legal authority to bind the Customer to these Terms; (ii) have read and understood these Terms; and (iii) agree to these Terms on behalf of the Customer.

If you do not have the legal authority to bind the Customer, please do not accept these Terms. If you do not agree to accept these Terms you must not and will not be able to use the Services.

### PRIVACY POLICY

Boldmind cares about privacy of yourself and your Advertising Material (as defined below). Boldmind’s Privacy Policy (as defined below) is incorporated into these Terms and describes Boldmind’s use of information, practices, including the types of information that are received and collected from you, how these information are used and shared, and your rights in relation to the processing of such information. The Privacy Policy sets out the legal bases for Boldmind’s processing of personal information about you, including the collection, use, processing, and sharing of such

information, as well as the transfer and processing of such information to United Kingdom and other countries globally depending on where you use the Services.

For enquiries relating to the Privacy Policy, or to report a privacy related problem, please email [ads@flow.city](mailto:ads@flow.city).

## 1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms:

“**Advertising Material(s)**” means the advertising materials (1) provided by the Customer to Boldmind for display on the Media Sites or (2) designed and produced by Boldmind on the Customer’s request and in accordance with the Customer’s instructions and specifications.

“**Applicable Laws**” means all applicable laws, regulations and regulatory requirements of England and Wales relating to the performance or receipt of the Services, as amended and in force from time to time.

“**Boldmind Data**” means the data feed made available by Boldmind to Customer.

“**Boldmind Material(s)**” means any documentation and materials (including, without limitation, any part of the software code or algorithms developed by or on behalf of Boldmind and/or other software tools and utilities) which are used or provided by Boldmind in connection with the Services.

“**Business Day**” means any day which is not a Saturday, Sunday or public or bank holiday in England.

“**Campaign**” means any advertising campaign for the display of the Advertising Material effected by Boldmind for the Customer in accordance with the Customer’s Instruction and at the agreed Subscription Level.

“**Charity**” means any charity nominated by Boldmind at the relevant time.

“**Confidential Information**” includes all written, electronic or oral information relating to the business or assets of each Party and its customers, clients and suppliers, and the terms or subject matter of these Terms.

**“Contract Year”** means any 12 month period ending on any anniversary of the date of these Terms.

**“Customer Data”** means any data, including images, photographs, videos, CCTV footage and any other content made available by the Customer to Boldmind to conduct data analytics.

**“Customer Instruction(s)”** means the Customer’s instructions, display and audience requirements, submitted via the User Account, that Boldmind should display the Advertising Materials on the Media Sites.

**“Customer Personal Data”** means any personal data contained in the Customer Data (as such term is defined in the Data Protection Laws) which Boldmind processes in order to provide the Services.

**“Data Protection Laws”** means, up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

**“Data Analytics”** means the method devised for the Customer’s guidance and delivery of the Campaign including fulfilment and reporting.

**“Fees”** means the fees to be paid by the Customer for the Services in accordance with Clause 4, as set out in the Rate Card <http://www.flow.city/pricing.html>.

**“GDPR”** means General Data Protection Regulation - (EU) 2016/679).

**“Intellectual Property Right”** means all copyright and rights in the nature of copyright, design rights, patents, trademarks, database rights, applications for any of the above, moral rights, rights in confidential information, know-how, domain names and any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world.

**“Media Credits”** means the amounts credited to the User Account upon payment of the Fees, entitling the Customer to space on Media Sites in accordance with these Terms.

**“Media Owner(s)”** means the owner or licensor of the Media Site.

**“Media Site(s)”** means the digital display sites owned by the Media Owner(s) where Boldmind may display the Advertising Material in accordance with the Customer Instructions and in accordance with advertising rules and regulations as issued from time to time by the Media Owner(s).

**“Party”** or **“Parties”** means the Customer, Boldmind, or both; as applicable.

**“Privacy Policy”** means Boldmind’s privacy policy effective and in force at the relevant time, as made available here <http://www.flow.city/privacy-policy/current>.

**“Services”** means the services, features and software to be provided by Boldmind to the Customer under these Terms, in accordance with the Customer’s Subscription Level or the particular Campaign, as described in more detail here [<http://www.flow.city/pricing.html>].

**“Subscription Level”** means the subscription level of the Services purchased by the Customer for the particular Campaign.

**“User Account”** means the Customer’s online account, accessible at <https://app.flow.city/>.

**“VAT”** means value added tax.

**“Website”** means <http://www.flow.city/> as may be amended from time to time.

## 1.2 In these Terms:

- 1.2.1 clause headings are for information only and do not affect the interpretation of these Terms;
- 1.2.2 references to documents are to documents as from time to time supplemented or varied;
- 1.2.3 references to Clauses and/or Parties are to Clauses of and/or Parties to these Terms, respectively;

- 1.2.4 "writing" includes fax transmission, email and similar means of communication; and
- 1.2.5 if the description of a service in general terms is followed by the more specific description of certain elements of that service, the general description of the service shall not be construed restrictively by reference to the elements more specifically described.
- 1.3 These Terms may be supplemented by additional terms provided by Boldmind and accepted by the Customer from time to time ("**Additional Terms**"). In the event of any conflict between these Terms and the Additional Terms, the Additional Terms shall prevail.

## 2 **TERM**

- 2.1 These Terms shall commence on the Effective Date and shall continue in force for a minimum period of twelve (12) months (the "**Initial Term**"), after which they shall continue unless terminated by the Parties in accordance with Clause 14.

## 3 **DISPLAY SERVICES**

- 3.1 By submitting a Customer Instruction, the Customer authorises Boldmind to place an order with the Media Owner(s), on the Customer's behalf, for the display of Advertising Material on the Media Site(s). Where required by the Media Owner, the Customer consents to Boldmind identifying the Customer as the source of the Advertising Material.
- 3.2 Subject to the remainder of this Clause 3, Boldmind shall comply with the Customer Instructions. Boldmind may display Advertising Material at a Media Site for longer than the period specified by the Customer, provided this is at no cost to the Customer.
- 3.3 Boldmind shall have the right to (i) refuse to display any Advertising Material, (ii) require the Customer to make changes, amend or edit any Advertising Material or (iii) remove any Advertising Material from display, if (in Boldmind's absolute discretion) such

Advertising Material is in breach of these Terms or the terms and conditions of the Media Owner. Boldmind may remove Advertising Material from a Media Site if directed to do so by the Media Owner. Boldmind shall not have any liability to the Customer for exercising its rights under this Clause 3.3.

- 3.4 Boldmind cannot guarantee the availability of specific Media Sites for the particular Customer Instruction(s). Boldmind shall notify the Customer via the User Account if it is unable to comply with the Customer Instructions due to lack of available Media Sites, whereupon Boldmind shall (at its discretion): (a) offer the Customer alternative Media Sites; and/or (b) credit the User Account with Media Credits to the extent it has been unable to fulfil the Customer Instructions.

- 3.5 The Customer acknowledges that Boldmind cannot guarantee the consistent availability of the Service and/or that delivery of the Media Sites will be uninterrupted or error free. Boldmind shall not be liable for any downtime of the Media Sites, or any loss, costs or damage incurred by the Customer as a result of any failure to display the Advertising Material being beyond Boldmind's reasonable control (including, but not limited to, war, industrial actions, floods or act of God, fire, inclement weather, legal restrictions, malicious and accidental damage) from time to time.

## 4 **FEES**

- 4.1 The Fees are for Boldmind's performance of the Services and will depend on the particular Campaign and the Subscription Level selected by the Customer.
- 4.2 The Fees must be paid by the Customer through the User Account.
- 4.3 For pay-as-you-go Campaigns, Boldmind will work out the Fee based on the Customer's Instructions for the particular Campaign. The Customer will pay the Fee and Boldmind will top up its User Account by the corresponding amount of Media Credits.
- 4.4 For monthly Campaigns, the Customer must pay the Fees (plus any applicable VAT) by direct debit from the Customer's bank account. Fees are acceptance of these

Terms, and thereafter on or around the first day of each month, and Boldmind shall automatically debit Customer's bank account. Fees shall be considered immediately overdue if Boldmind does not receive such payment within five (5) days of attempting to debit the Customer's bank account.

4. 5 Boldmind will issue invoices for the Fees paid by the Customer and make them available on the User Account. The Customer acknowledges its full responsibility for providing complete and accurate billing information and notifying Boldmind of any changes.

4.6 Should the Customer fail to make any payment in full of any Fees due, interest on the outstanding amount shall accrue on a daily basis from the due date until the date of payment (whether before or after judgment) at the rate of 3% above the base rate of Barclays Bank PLC from time to time. The Parties agree that this Clause 4.6 is a substantial remedy and is fair for the purposes of Section 8 of the Late Payment of Commercial Debts (Interest) Act 1998.

4.7 Boldmind shall further be entitled to suspend the performance of the Services during any period in which any Fees remain unpaid in accordance with the provisions of this Clause 4.

4.8 All sums payable to Boldmind under these Terms shall become immediately payable on termination of these Terms for whatever reason.

## 5 MEDIA CREDITS

5.1 Upon payment of the Fees, the Customer's User Account will be credited with Media Credits for the particular Campaign, on a monthly basis in the case of monthly Campaigns, in accordance with the Customer's Subscription Level.

5.2 Except as set out in Clause 5.4, the Media Credits are non-refundable.

5. 3 The corresponding number of Media Credits will be deducted from the Customer User Account upon receipt by Boldmind of the Customer Instructions. Subject to Clause 5.3, the Customer

must use all its Media Credits in the year in which they were purchased.

5. 4 If Boldmind has been unable to comply with the Customer Instructions during the entirety of a year due to lack of available Media Sites, the Customer will be entitled to rollover its Media Credits to the following year. In the event that Boldmind is unable to place the Advertising Material for more than two (2) consecutive years, Boldmind shall, upon the Customer's written request, refund the relevant/unused proportion of the Fees paid by the Customer during those two (2) years. This Clause 5.4 sets out the Customer's sole and exclusive remedy in the event of non-availability of Media Sites.

## 6 SUB-CONTRACTORS

6.1 Boldmind may engage sub-contractors, suppliers, third-party providers and/or other agents or affiliated companies to provide the Services or any part of them.

## 7 CUSTOMER OBLIGATIONS

7.1 To the extent necessary to enable Boldmind to deliver the Services (or any part(s) thereof), the Customer shall provide Boldmind with such information as Boldmind reasonably requires to enable it to discharge its obligations under these Terms.

7.2 In order to receive the Services, the Customer must register for a User Account. The Customer is responsible for all activity conducted under its User Account. The Customer must maintain the security and confidentiality of its username and password.

7.3 The Customer agrees that Boldmind is entitled to assume that anyone logging into the User Account or using the Services using the Customer's username and password is either the Customer or someone doing so with the Customer's permission.

- If the Customer believes someone has accessed the Services using its username and password without authorisation, it is the Customer's responsibility to set up a new password and notify Boldmind immediately about any unauthorised use or any other breach of security.
- 7.4 The Customer shall be responsible for the Advertising Materials, including for ensuring: (i) their accuracy and completeness; (ii) their compliance with Applicable Laws and any policies of the Media Owner communicated by Boldmind to the Customer from time to time.
- 7.5 The Customer should retain a copy of any Advertising Materials provided to Boldmind. Boldmind will not be responsible for any errors or omissions in the Advertising Materials, or any loss or damage to the Advertising Materials as a result of the Services.
- 7.6 Except when the Advertising Materials are created for the Customer by Boldmind, in the accordance with the Customer's Instructions, the Customer shall provide the Advertising Materials in the format specified by Boldmind or the Media Owner. The Customer acknowledges that (1) any Advertising Materials provided in an incorrect format may not be able to be displayed on the Media Sites or may be displayed at a lower quality and (2) the Customers warranties and indemnities (as set out in clauses 8 and 10 respectively) are fully in force.
- 7.7 Boldmind shall not be liable for any failure to carry out any of its obligations under these Terms where the Customer is in breach of its obligations under this Clause 7.

## 8 WARRANTIES

- 8.1 Each Party warrants to the other that:
- 8.1.1 it has the power and authority to enter into and perform these Terms, which constitutes valid and binding

obligations on it in accordance with its terms; and

- 8.1.2 it will, in the performance of these Terms, comply with all Applicable Laws.

## 8.2 The Customer warrants and represents:

- 8.2.1 that it owns or has all necessary rights in and to the Advertising Materials, in order for their display, copy and reproduction by Boldmind to provide the Services;

- 8.2.2 that the Advertising Materials will comply with all Applicable Laws and industry guidance, including the British Code of Advertising Sales Promotion and Direct Marketing (as amended or reissued from time to time) and Media Owner's advertising rules and regulations as issued from time to time; and

- 8.2.3 that the Advertising Materials will not infringe the rights of any third party, including (without limitation) any intellectual property or privacy rights, and are not offensive or defamatory.

- 8.3 To the maximum extent permitted by Applicable Laws, other than those warranties that are set out in these Terms, all warranties, whether express or implied, are excluded and, in particular, Boldmind does not warrant that the Services will meet the Customer's particular requirements, whether or not those requirements have been made known to Boldmind.

## 9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Customer hereby grants to Boldmind a non-exclusive licence to use, access, copy and maintain the Advertising Materials for the purpose of providing the Services, together with the right to grant sub-licences where necessary to enable Boldmind to provide the Services.

9.2 The Customer agrees that the Intellectual Property Rights in Boldmind Materials shall remain vested in Boldmind and nothing in these Terms shall result in the Customer owning any Intellectual Property Rights in the Boldmind Materials or confer any assignment of an interest in the Intellectual Property Rights in the Boldmind Materials save for the licence granted under this Clause 9.2. Subject to the foregoing, Boldmind hereby grants to the Customer a non-exclusive, non-transferable, perpetual licence to use the Intellectual Property Rights in the Boldmind Materials in accordance with these Terms to the extent necessary for the Customer to access the Services.

## 10 INDEMNITY

10.1 The Customer shall indemnify Boldmind from and against all losses, actions, costs, demands, damages, expenses (including reasonable legal fees), penalties and claims without limitation brought against Boldmind, its officers, agents and sub-contractors arising out of or in connection with:

10.1.1 any allegation that use by Boldmind of the Advertising Materials has infringed any Intellectual Property Rights of a third party; or

10.1.2 the Customer's use of the Services otherwise than in accordance with these Terms (and any other written instructions issued by Boldmind from time to time); or

10.1.3 any breach by the Customer of Applicable Laws, including the Data Protection Laws; or

10.1.4 any breach by the Customer of the Privacy Policy.

## 11 DATA

11.1 Subject to this Clause 11, the Customer shall be entitled to access the Boldmind Data via the User Account. Boldmind hereby grants to the Customer a non-exclusive, non-transferable, perpetual licence to use the Boldmind

Data for its internal business purposes. However, the Boldmind Data shall remain at all times the property of Boldmind.

11.2 Boldmind makes no representation regarding the accuracy or availability of the Boldmind Data.

11.3 Where the Customer has subscribed to the **Manage Content** and **Bank on the Audience Insight**, the Customer acknowledges that Boldmind's ability to provide the Services is dependent upon the full and timely co-operation of the Customer (which the Customer agrees to provide), as well as the accuracy and completeness of any Customer Data provided to Boldmind.

11.4 If, in consequence of performing its obligations under these Terms, Boldmind is required to have access to, and/or use of, any of the Customer's:

11.4.1 systems including (but not limited to) any equipment, software, hardware or firmware, database or file, whether directly or remotely; and/or

11.4.2 information, data and documentation,

("Access"), then the Customer shall promptly provide such Access to Boldmind provided that all Access will be limited to that part of the Customer's systems or computer systems, software, hardware, firmware, information, data, documentation or key stakeholders (as the case may be) as is reasonably required for the performance of Boldmind's obligations under these Terms.

11.5 The Customer acknowledges and agrees that the Services are an automated process, and do not constitute advice. Boldmind does not make any representations regarding the suitability or benefit of the Services for the Customer's business or for the particular Customer Instruction(s).

11.6 The Customer shall comply with the requirements of Data Protection Laws in respect of its obligations under these Terms, and shall not do anything or permit anything to be done which might lead to a breach by Boldmind of Data Protection Laws or the Privacy Policy.

11.7 With respect to the Parties' rights and obligations under these Terms with regard to Customer Personal Data, the

Parties agree that the Customer is the data controller and that Boldmind is the data processor, as those terms are defined under the Data Protection Laws. The Customer acknowledges that (as between the Customer and Boldmind) it is and shall remain solely responsible for determining the purposes and the means of Boldmind's processing of the Customer Personal Data in the course of performing its obligations under these Terms.

11.8 Boldmind will comply with, and only process the Customer Personal Data in accordance with, the instructions given from time to time by the Customer.

11.9 Boldmind will implement appropriate technical and organisational measures to protect the Customer Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.

## 12 **CONFIDENTIALITY**

12.1 Each Party shall keep the other Party's Confidential Information confidential and shall use Confidential Information only in connection with the proper performance of these Terms.

12.2 Clause 12.1 shall not apply to any Confidential Information to the extent that it:

12.2.1 comes within the public domain other than through breach of Clause 12.1;

12.2.2 is required or requested to be divulged by operation of law;

12.2.3 is known to the receiving Party at the date of these Terms;

12.2.4 is disclosed with the other Party's prior written approval to the disclosure;

12.2.5 is disclosed on a confidential basis for the purpose of obtaining professional advice; or

12.2.6 is independently developed by the receiving Party.

12.3 Each Party shall tell the other immediately if it discovers that this Clause 12 has been breached and shall, on request, return to the other all of the other Party's Confidential Information which is in a physical form and destroy any other records containing Confidential Information.

## 13 **LIMITATIONS OF LIABILITY**

13.1 Subject to Clauses 13.3, the aggregate liability of Boldmind under or in connection with these Terms, whether arising from contract, negligence or otherwise, shall be limited to 100% of the Fees paid or payable by the Customer in the Contract Year (or, as the case may be, in part of the Contract Year if these Terms expire or are terminated before the end of such Contract Year) in which the liability arises.

13.2 Subject to Clauses 13.3, Boldmind shall not be liable to the Customer for any of the following types of loss or damage even if, in each case, Boldmind has been advised of the possibility of such loss or damage:

13.2.1 special, indirect or consequential loss;

13.2.2 pure economic loss, costs, damages or Fees;

13.2.3	loss of profits;	14.4	Boldmind shall have no obligation to retain any Advertising Materials in its possession after termination of these Terms. Any Advertising Materials may, at Boldmind's sole discretion, be automatically destroyed.
13.2.4	loss of revenue;		
13.2.5	loss of contracts;		
13.2.6	loss of anticipated savings;	14.5	Except the circumstances set out in clause 14.2, Boldmind has the right to retain and donate any unused Credit (or corresponding sum being equal to the unused Fees) to the Charity at its own discretion.
13.2.7	loss of business;		
13.2.8	loss of use;		
13.2.9	loss of goodwill; and		
13.2.10	loss or damage arising from loss, damage or corruption of any data.	15	<b>SURVIVAL</b>
13.3	The exclusions and limitation of liability set out in this Clause 13 do not apply to:	15.1	Termination of these Terms (howsoever occurring) shall not affect either of the Parties' accrued rights or liabilities or affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination or expiry, including Clause 4 (Fees), Clause 10 (Indemnity), Clause 12 (Confidentiality), Clause 13 (Limitations of Liability), this Clause 15 (Survival) and Clause 20 (Governing Law and Jurisdiction).
13.3.1	liability arising from death or injury to persons caused by negligence;		
13.3.2	liability arising as a result of fraud; and		
13.3.3	anything else which cannot be excluded or limited by Applicable Law, to which no limit applies.	16	<b>FORCE MAJEURE</b>
14	<b>TERMINATION</b>	16.1	Neither Party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of time for performing such obligations. If the period of delay or non-performance continues for fourteen (14) days, the Party not affected may terminate these Terms by giving seven (7) days' written notice to the affected Party.
14.1	The Customer may terminate these Terms after the Initial Term on one (1) month's notice.		
14.2	Boldmind may terminate these Terms at any time on one (1) week's notice, in which event Boldmind shall refund the portion of the Fees for any unused Media Credits on a <i>pro-rata</i> basis for the remainder of that month.		
14.3	Either Party may terminate these Terms if: (a) the other Party is in material breach of these Terms and fails to remedy such breach within 30 days of receiving notice of such breach; or (b) if the other Party ceases its business operations or becomes subject to insolvency proceedings.	17	<b>PUBLICITY</b>
		17.1	Boldmind shall be entitled to refer to the Customer by name in its reports, case studies and publicity materials unless the Customer informs Boldmind via email



that it is not willing to be included in such materials.

18 **VARIATION OF THESE TERMS**

18.1 Boldmind may vary these Terms from time to time, and will post any revisions on its website. The Customer should regularly check the Boldmind website to review the then-current version of these Terms. Any subsequent Customer Instructions issued after the posting of the revised Terms will constitute a binding acceptance of those Terms by the Customer.

19 **GENERAL**

19.1 The Customer shall not assign, transfer, charge, create a trust over or otherwise deal in its rights and/or obligations under these Terms (or purport to do so), without Boldmind's prior written consent. Boldmind may however transfer, assign, charge or otherwise dispose of any rights or obligations arising under or in connection with the Services.

19.2 Nothing in these Terms shall be deemed to constitute a relationship of principal and agent (except as expressly provided in these Terms), a partnership, joint venture, co-ownership or any employment relationship between the Parties. Neither Party shall have the authority to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither Party shall hold itself out as having authority to do the same.

19.3 The Parties do not intend any third party to have the right to enforce any provision of these Terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

19.4 These Terms replace all previous agreements between the Customer and Boldmind in relation to the Services.

19.5 No failure or delay by either Party to exercise any right or remedy under these Terms shall be construed as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy

preclude the further exercise of that right or remedy. No waiver by either Party of any breach of these Terms shall be considered as a waiver of a preceding or subsequent breach.

19.6 If any term of these Terms is found to be illegal, invalid or unenforceable under any applicable law, such term shall, to the extent it is severable from the remaining terms, be deemed omitted from these Terms and shall not affect the legality, validity or enforceability of the remaining terms. The Customer and Boldmind shall try to agree on a suitable clause to replace the one which is deemed omitted. The new clause should, as far as possible, achieve the same economic, legal and commercial aims as the omitted one.

19.7 Except as expressly provided under these Terms, the rights and remedies contained in these Terms are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.

19.8 Any notices required to be given to the Customer under these Terms may be sent to the applicable account email address. Any notices required to be given to Boldmind under these Terms must be sent to ads@flow.city Notice is deemed to have been given upon transmission to the correct address, provided that any notice to issue any legal proceedings in relation to these Terms must be confirmed within 48 hours by courier delivery or recorded delivery post to the correct address.

19.9 Boldmind may change, amend, modify, update or replace any of part of these Terms at any time to reflect changes affecting the Services, technology, licensing arrangements, payment methods, relevant laws and/or regulatory requirements. When it happens, Boldmind will post these on the Website and also updated the "*Last Updated*" date at the top of these Terms. Boldmind may also communicate changes to you by email. You are responsible for regularly reviewing these Terms so that you are aware of any changes. Your

continued use of the Services after any such changes constitutes your acceptance of the new Terms. If you do not agree to (or cannot comply with) the Terms as amended, please do not use the Services.

- 19.10 We may translate these Terms into multiple languages. If there is any difference between the English version and any other language version of these Terms, the English version will apply (to the extent permitted by applicable laws and regulations).

## 20 **GOVERNING LAW AND JURISDICTION**

- 20.1 These Terms and any non-contractual obligations arising in connection with it shall be governed by the law of England and Wales, and each Party agrees to submit any dispute which may arise out of, under, or in connection with these Terms including disputes relating to any non-contractual obligation, to the exclusive jurisdiction of the courts of England and Wales.

## 20 **FEEDBACK**

- 20.1 If you have any queries regarding the Services or if you wish to share your thoughts or suggest how Boldmind can be improved, please email us on [ads@flow.city](mailto:ads@flow.city)