

## **TERMS AND CONDITIONS OF USE**

### **Acceptance of the Terms of Use**

These terms of use are entered into by and between you and Flip Me Limited (the “Company”, “we”, or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use”), govern your access to and use of any website published by the Company, including, but not limited to, any content, functionality, and services offered on or through [www.flip-me.com](http://www.flip-me.com) (the “Websites”).

Please read the Terms of Use carefully before you start to use the Websites. By using the Websites or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use in addition to our Privacy Policy and Cookie Policy.

If you do not agree to these Terms of Use, you must not access or use the Websites.

### **Who May Use the Websites**

The Websites are offered and available to users who are 18 years of age or older and are adults of the legal age and able-bodied with legal capacity in their state of residency. The Websites are not intended for children under 18 years of age. By using the Websites, you represent and warrant that you (i) are 18 years of age or older, (ii) are not barred to use the Websites under any applicable law, and (iii) are using the Websites only for your own personal use. If you do not meet these requirements, you must not access or use the Websites.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them.

Your continued use of the Websites following the posting of revised Terms of Use means that you are aware of, accept and agree to the changes, as they are binding on you.

### **Accessing the Websites and Account Security**

We reserve the right to withdraw or amend the Websites, and any service or material we provide on the Websites, in our sole discretion without notice. We do not guarantee that our Websites or any content on them will always be available or be interrupted. We will not be liable if for any reason all or any part of the Websites are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Websites, or entire Websites to users. You accept the risks associated with the fact that you may not always be able to use the Services and the Site.

### **You are responsible for:**

- Making all arrangements necessary for you to have access to the Websites; and
- Ensuring that all persons who access the Websites through your internet connection are aware of these Terms of Use and comply with them.

To access the Websites or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Websites that all the information you provide on the Websites is correct, current and complete. You agree that all

information you provide to use the Websites, including, but not limited to, using any interactive features on the Websites, is governed by our Privacy Policy, and you consent to all actions we may take with respect to your information that are consistent with our Privacy Policy.

You should use particular caution when inputting personal information onto the Websites on a public or shared computer so that others are not able to view or record your personal information.

### **Intellectual Property Rights**

The Websites and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

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### **Prohibited Uses**

**You may use the Websites only for lawful purposes and in accordance with these Terms of Use.**

**You agree not to use the Websites:**

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- To send, knowingly receive, upload, download, use, or re-use any material which does not comply with these Terms of Use;
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation;
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing); and
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Websites, or which, as determined by us, may harm the Company or users of the Websites or expose them to liability.

**Additionally, you agree not to:**

- Use the Websites in any manner that could disable, overburden, damage, or impair the Websites or interfere with any other party's use of the Websites, including their ability to engage in real time activities through the Websites;

- Use any robot, spider, or other automatic device, process or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites;
- Use any manual process to monitor or copy any of the material on the Websites or for any other unauthorized purpose without our prior written consent;
- Use any device, software or routine that interferes with the proper working of the Websites;
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Websites, the server(s) on which the Websites is stored, or any server, computer or database connected to the Websites;
- Attack the Websites via a denial-of-service attack or a distributed denial-of-service attack; and
- Otherwise attempt to interfere with the proper working of the Websites.

### **Site Management**

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

### **Reliance on Information Posted**

The information presented on or through the Websites is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Websites, or by anyone who may be informed of any of its contents.

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### **Corrections**

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

### **Changes to the Websites**

We may update the content on the Websites from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Websites may be out of date at any given time, and we are under no obligation to update such material.

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

### **Information About You and Your Visits to the Websites**

All information we collect on the Websites is subject to our Privacy Policy. By using the Websites, you consent to all actions that may be taken by us with respect to your information in compliance with the Privacy Policy.

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

### **Online Purchases and Other Terms and Conditions**

Additional terms and conditions may also apply to specific portions, services or features of the Websites. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

### **Linking to the Websites and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

### **Links from the Websites**

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## **Limitation on Liability**

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE WEBSITES OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW WHICH MAY INCLUDE FRAUD.

### **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Websites, including, but not limited to, any use of the Websites' content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Websites.

### **Governing Law and Jurisdiction**

All matters relating to the Websites and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of Gibraltar without giving effect to any choice or conflict of law provision or rule (whether of Switzerland or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Websites shall be instituted exclusively in London, United Kingdom although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. This means that you may make a claim to defend your consumer protection rights regarding these Terms of Use in the United Kingdom, or in the EU country in which you reside.

### **Waiver and Severability**

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Entire Agreement**

The Terms of Use, our Privacy Policy and terms of conditions for the registration of events constitute the sole and entire agreement between you and the Company with respect to the Websites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Websites.

**Your Comments and Concerns**

The Websites are operated by the Company. All other feedback, comments, requests for technical support and other communications relating to the Websites should be directed to: [info@flip-me.com](mailto:info@flip-me.com).