



User Terms and Conditions

User Terms and Conditions Contents

Welcome to Flowell!	4
Abusive Conduct Policy	4
Your Account on Flowell (Your Use of Our Services)	4
Instructor Accounts	5
Instructor Verification	6
Creating a Class	6
Video On Demand	6
Sharing Audio	7
Payments and Donation Classes	7
Fees	8
Instructor cancellations	8
Editing the start time of a class	9
Taxes	9
Restrictions	9
Student Accounts	10
Information on Classes	10
Video on Demand	11
Payments, Subscriptions and Class Packages	11
Student Cancelations	11
Refunds	11
Taxes and Fees	12
Other Information on Accounts and Classes	12
Flowell's Role	13
Ownership of Platform and Content	14
Content - Grant of Licenses - Flowell Content	14
Instructor Content	14

User Content	15
Prohibited Content	16
Software	17
Flowell Restrictions	17
Your Third-party Apps	18
Copyright Infringement	19
Claims of Copyright Infringement	19
Notice of Claim of Copyright Infringement	19
Feedback	20
Rules for Copyrighted Works	20
Specific Rules for Copyrighted Works	20
Payment Processing Agreement	22
Flowell Waiver - Medical Advice	22
Termination	24
Termination By You	24
Termination By Flowell	24
Discontinuation of the Services	24
Survival	25
Warranty Disclaimer	25
Limitation of Liability (or the Things You Can't Sue Us For)	25
Classes You Purchase	26
Content You Access	27
People You Interact With	27
Third-Party Services	27
Gift Cards and Promotions	27
Indemnification (or What Happens If You Get Us Sued)	28
Disputes with Other Users	28
Unresolved Disputes	28
Disputes with Flowell	28
Governing Law	29
Arbitration	29
Costs of Arbitration	29
Government Exception	30
Modifications	30

Everything Else (Miscellaneous)	30
Entire Agreement, Severability	30
User Support	31
Links to the Platform and RSS Feeds	31
California Consumer Rights Notice	31
Changes to the Terms	32
Some Finer Legal Points	32
Contact us	32

Welcome to Flowell!

To summarize: By using Flowell you agree to these terms.

These are Flowell's terms of use, and they apply to all users of the Flowell platform. "We," "our" or "us" refers to Flowell Inc. and our subsidiaries. "Flowell" refers to this platform and the services offered by us.

By using Flowell you agree to these terms and to the other policies we post. Please read them carefully and let us know if you have any questions. For information about our data practices, please see our [Privacy Policy](#), including our [Cookie Policy](#). We can collect and use your information in accordance with those policies.

Abusive Conduct Policy

To summarize: Be responsible and don't violate our policies.

You are responsible for all activity on your account. If you violate our policies we may terminate your account.

Don't do anything illegal, abusive towards others, or that abuses Flowell in a technical way. If you are an Instructor operating a Studio on Flowell, we may be held accountable for what you do with the revenue you generate. As a result, we also look at what you do with your membership off our platform.

You can find more detailed information in the [Community Guidelines](#) and [Security Policy](#). These policies cover most issues, but if you find a new and creative way to hurt Flowell or our community we may take action to prevent it.

Your Account on Flowell (Your Use of Our Services)

To summarize: You must be at least 13 years old to register for an account. If you are under 18 and looking to be an Instructor or book a Paid class or Donation class, please get parental permission. You are responsible for your account.

In order to access the Platform or create an account with Flowell, you must be at least 13 years old. If you want to become an Instructor, or view/join a Class as a Student, you must be at least

18 years old or have your parent or guardian's express permission. Please be sure your parent or legal guardian has reviewed and discussed these T&Cs with you. You are responsible for providing us with accurate information when creating an account with us on our Platform.

You are also responsible for the security of your account and anything that occurs when someone has signed into your account. Please contact us at support@flowell.co if you believe your account has been compromised.

Classes on the flowell.co website Flowell are optimized for laptops and PC browsers. To get Flowell anytime, you can also join Classes on certain tablets and mobile devices, as well as schedule, (as an Instructor) view, and book Classes (as a Student) on any mobile device. Through the Flowell app, which is available on Apple's App Store and Google Play, you can reserve and attend Classes for, and view VODs of, Instructors with whom you have a Subscription.

The access to or use of certain areas and features of the Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions, before you can access or use the relevant areas or features of the Platform. If there is a conflict between these Terms and the terms or policies applicable to a specific area or feature of the Platform, the latter terms or policies will take precedence unless stated otherwise.

Instructor Accounts

To summarize: An Instructor creates Classes that can be taken (and paid for) by Students. Below are details of payments, fees, taxes and additional guidelines for Classes held by Instructors.

Flowell allows Instructors to schedule and stream Live Classes at a scheduled time, as well as create and/or post videos of Classes for future viewing by certain Students ("Video(s) On Demand", or "VOD(s)"). Instructors can interact with Students during Classes when they are streaming, or through direct messaging. Flowell also works with Stripe, a well-established payments processor, to allow Instructors to receive fees for their Classes.

If you want to become an Instructor and create and/or post Classes (or become a Student and attend and/or view Classes), simply create an account with us (and accept the Terms) using your email address or by signing up through Facebook or Google (your "Account"). This will allow Students to access and attend your Classes, and allow you to help people around the world learn how to level up their wellness and flow well. Students may also be able to pay you for your Classes through Stripe, once you set up a Stripe account and link a United States bank account to it.

When you create your Account, please provide accurate information and promptly update your details and any other information you provide to us to keep it current and complete. When setting up an account with Stripe, you will need to provide additional information, including, in

some cases, your full Social Security number, or your official ID. Instructor profiles on Flowell are available both to logged-in users and people who are not logged in to Flowell.

You are responsible (to us and to others) for the activity that occurs under your Account. It is important that you keep your Account password confidential. If you know or suspect that any third party knows your password or has accessed your Account, promptly notify us at support@flowell.co.

Instructor Verification

Instructors may choose to apply to become a Verified Instructor on Flowell. The application price will be listed on www.flowell.co and may change from time to time.

When an instructor applies, they will proceed with a background check, content quality submission and review, and will receive information regarding areas of strength and improvement. Instructors must meet minimum quality requirements to be eligible for Verification. Verification eligibility is determined by a quality content review. Instructors who are Verified will receive a badge next to their name on-platform to signify their validation as a high quality and credentialed instructor to students.

In the case that an instructor applies, but is deemed not eligible to become a Verified Instructor, they will receive a 50% refund of their application fee.

In the case that a Verified Instructor decides they would no longer like to offer services on the platform, they may receive a 50% refund if the request is made within 15 calendar days of creation of their Flowell Studio.

Creating a Class

To summarize: Instructors can create a class

Instructors can create a Paid or Donation Class five minutes or more in the future. Instructors can allow up to 250 Students in each class, however Flowell may limit the number of Students who can have audio and video enabled from time to time.

Video On Demand

To summarize: Instructors can upload pre-recorded videos, but fees apply

As an Instructor, you can create and host your video content on Flowell. For all recorded classes, only the Instructor's video is recorded; no Students are included. You can choose to create as many videos as you wish, and you can also create Classes without Students for on-demand

viewing later. You also have the option to embed a video from a third party video hosting party, such as Vimeo or YouTube, or upload your own video.

If you are playing your own music, or choose to share audio while recording the VOD, you represent that you have the legal authority to do so on a royalty-free basis.

For more information on musical works, please see the Specific Rules for Copyrighted Works section later in these Terms. If you are uploading the video from a third party video hosting Flowell, you are solely responsible for the content within it, and warrant that the content you upload will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or are otherwise legally entitled to post the material.

Your content and your VODs are your responsibility. We reserve the right to remove any content or videos that violate these Terms or any applicable laws or regulations.

Sharing Audio

To summarize: Instructors can share audio, but don't do it illegally

Instructors have or may have the ability to share audio from a browser tab during their Class. By sharing any audio or other content not provided by the Platform, you represent that you have the legal authority to do so on a royalty-free basis. You in turn grant us the right to use your Content without the obligation to pay royalties to any third-party.

Payments and Donation Classes

To summarize: Instructors can choose to get paid for their classes

As an Instructor, you can either be paid by a Student for an individual Class when booked by the Student (a "Paid Class") or for a Donation Class where payment is at the discretion of the Student (a "Donation Class"). Payments will be made available for direct deposit to Instructors on the 1st and 15th of every month, so long as the instructor has accrued \$100 of earnings to receive as payment.

Flowell handles issues such as fraud, chargebacks and resolution of payment disputes. We try to provide timely access to your funds, but you may occasionally experience delays in accessing your funds that are out of our control. We may also block or hold payments for violations of our policies or for compliance reasons. When payments are delayed or blocked, we try our best to communicate the reason to you promptly. If you have questions about a blocked payment, please contact us at support@flowell.co. Sometimes activities like refunds or chargebacks can put your account balance into the negative. If this happens, we may recover those funds from future payments.

Fees

For Instructors, there are two fees associated with Flowell Classes (the two fees together are the "Class Fees")

1. Platform fees for the usage of our Platform vary based on the plan that the Instructor selects:
 - a. BASIC Plan: 20% of each successful purchase by a Student, either for an Instructor's one-time Donation or Paid Class payment to an Instructor. This fee goes to Flowell and helps us continue to maintain and invest in the Platform.
2. Payment processing fee: 2.9% plus \$0.30 per transaction (in U.S. Dollars). Please note that our payment processor, Stripe, may charge an additional 1-2% in payment processing fees for non-US Students of your Classes, and may charge additional fees for payouts to non-US bank accounts.

Platform fees and payment processing fees are automatically deducted from the Instructor's Platform income. Depending on the location of the Students in your Class, there may be additional charges or fees, such as local taxes, for them. Flowell does not control these charges.

In connection with your use of the Platform, you will not and will not assist or enable others to actively promote or request payment for a Class in a way that circumvents the Platform's Class Fees. If you do so, you acknowledge and agree that you would be in breach of these Terms, accept all risk and responsibility for such payment, and hold Flowell harmless from any liability for such payment.

Instructor cancellations

To summarize: Instructors that don't show up within 5 minutes of Class start time forfeit their revenue.

If an Instructor cancels a Class less than one hour before it starts or ends a Class before its reasonable completion time, the amount already paid will be reversed from the Instructor's account and returned to each Student. If a User would like to instead request a refund, they can contact support@flowell.co. Flowell reserves the right to approve or deny User refund requests at its sole discretion, as well as the right to terminate an Instructor account for excessive cancellations of classes. However, we unfortunately cannot be responsible or liable for your loss of internet access or connection. If an Instructor does not show up for a Class within 5 minutes of the scheduled start time, it is treated as a cancellation of a Class, and the amount paid by Students will be reversed from the Instructor's account and returned as a refund to each Student

who paid. Instructors must start a Class by clicking "Start Class" within 15 minutes from the Class's scheduled start time in order to activate payments for any paid Class.

Editing the start time of a class

An Instructor may not edit the date/time of a Class unless it is within 24 hours of creating the Class. The date and time of Classes cannot be edited after this period.

Taxes

Flowell is not responsible for any taxes you may incur by using the Platform other than as expressly stated. Instructors are responsible for reporting, filing and paying their own taxes for income derived from the Platform. We do not withhold any taxes from your funds earned on Flowell, nor do we give advice on filing taxes.

Restrictions

We don't allow any Classes or content that violate the Terms. If Flowell cancels an Instructor's Class for violation of the Terms, Students may be given a refund for their full payment amount for the Class, and the Instructor will not be refunded their Class Fees.

In addition to the [Community Guidelines](#) above, there are limits to what is allowed in Classes or any communications via the Platform:

- You cannot organize or advertise a multi-level marketing scheme, or direct sales business through the Platform;
- You cannot organize or promote a raffle through the Platform;
- You cannot promote or sell anything relating to consumables, alcohol, smoking substances, weapons or explosives, fireworks or anything related, drugs, pornography, medications, supplements, books that claim to help disease, or access to betting or gambling products or services through the Platform;
- You cannot offer any financial advice, medical advice, or any other licensed advice;
- We do not allow nudity on the Platform or in any Classes;
- Classes that include anything illegal (child abuse, human or animal abuse etc.) are not allowed.

This list is not exhaustive and might change in the future as technologies evolve. If you have doubts about aspects of your Class, please contact us at support@flowell.co.

We proactively look at some Classes, Class descriptions and profile pages on Flowell to make sure Instructors follow our Terms. We also investigate reports of potential violations. These investigations may take a while to resolve. In most situations, we will work with Instructors to resolve any potential violations and allow the Instructor to continue to use Flowell. Terminating an Instructor account is not an action we take lightly. However, we reserve the right to do so at our sole discretion.

As an Instructor, you are responsible for keeping safe, and using appropriately, the data of the Students in your Classes. You may not use any personal data of other Users for any reasons other than those allowed by these Terms. You can see more details on what is required of you in our [Privacy Policy](#).

Your Account cannot be sold or transferred for use by another Instructor.

Student Accounts

To summarize: a Student is someone who joins a Class held by an Instructor on our Platform. Below are details on payments, refunds, and taxes, among other information for Students.

You do not need to create an Account on Flowell to browse our Classes, but if you want to view, access or sign up for a particular Class, simply create an Account (and accept the Terms), link your social media account (if you want), and get started!

Information on Classes

When you sign up for a Class as a Student, your name, email address and Flowell profile information may be shared with that Instructor, as well as the number of Classes you have attended with that Instructor. Unlimited Students can join each Class. The number of Students is decided by the Instructor when scheduling the Class. Flowell may limit the number of "Interactive" Students that can have audio and video enabled (and are viewable to each other), and "View-Only" Students that have limited capacity and cannot share their audio or video with the Instructor or each other.

- **Interactive (Audio and video enabled):** You can interact with both Instructors and other Interactive Students through chat or audio, and your video can be seen by all Students and Instructors if you desire. Interactive Students control who can view their video: only themselves, only the Instructor, or everyone in the Class.
- **View-Only:** Your video and audio will not be shared with the Instructor nor other Students, but you will be able to text-chat with others.

Video on Demand

Videos on Demand allow you to take a Class at any time with your favorite Instructor. Some VODs in an Instructor's Video Library may be made accessible to a paid subscribing Student of that Instructor (if the Instructor has not hidden it). Students who have paid for a Paid Class can access the specific Class(es) they have paid for, if made available by the instructor. Students of a Donation Class can access only those Classes that they have attended, if made available by the instructor.

Payments, Subscriptions and Class Packages

Students are responsible for paying the published Instructor Class Fees in order to attend any paid Classes, as well as any applicable taxes. Class Fees must be paid through the Platform via the Platform's Payment Processing Service. Payments made for Donation Classes are non-refundable and not able to be credited for a refund or anything else.

Student Cancellations

If a Student registers for a Class, they have the option to cancel their registration up until 30 minutes prior to the start time of the Class with no penalty. If a Student successfully cancels their registration, the amount paid will be reversed from the Instructor's account and refunded. Our default policy is to issue a refund to Users for cancellations. If a User would like to request a refund, they can do so by contacting support@flowell.co. Flowell reserves the right to approve or deny a User's refund requests at its sole discretion. Students can also cancel Donation Pay Classes until 30 minutes before the scheduled start time. If you are able to cancel a Donation Class, please do so out of courtesy.

Students can join live Classes at any time before the end of the Class, including after the Class has started. If a Student fails to show up for a Class (a "no-show"), the amount paid by that Student will be forfeited to the Instructor whose Class the Student was supposed to attend. There will be no refund awarded in these situations.

Refunds

We hope you like every Class on Flowell. However, if you are unsatisfied with a given Class and let us know about it, Flowell will investigate in a timely manner. If the complaint is deemed warranted, you will receive a refund. If you would rather request a refund, please contact support@flowell.co. Flowell reserves the right to approve or deny User refund requests at its sole discretion. If a Student violates these Terms and is removed from a Class before it ends, they will not receive a refund for the unfinished Class. These situations will be handled on a case by case basis. We unfortunately cannot be responsible or liable for your loss of internet access or connection and will not give Flowell Credits or refunds in these cases.

Taxes and Fees

Depending on your location, you may be subject to relevant taxes in your jurisdiction on top of your total Class charge. Some banks may also charge you an additional transaction fee for your Class charge. Flowell does not control these charges. Please contact your bank for more information.

Other Information on Accounts and Classes

To summarize: Information that is relevant for all accounts, including how to delete your account, pricing changes, and other information.

Once you sign up for an Account with an email address, Flowell will send you emails regarding confirmation of your Classes, confirmation of your Account, or other emails that are transactional in nature.

If you want your Account deleted, please use the tools available in the Platform, or contact us at support@flowell.co and we will guide you through the process. Once your Account is deleted, you can't retrieve any of the Content you added, and your Flowell profile will be removed from the Platform.

You may grant Flowell access to your third-party accounts, including Facebook Products, in order for some features to operate. Each time you connect your third-party account, that third party will present a page that describes the information that Flowell can access. You can revoke Flowell's access to those accounts using the third party's security settings page.

By creating an account with Flowell, or using our Platform, you are not creating an agency, partnership, joint venture, employment, contractor or franchisee relationship with us. You can't represent yourself as working for Flowell and we do not owe you health insurance, pension contributions, etc. You also agree that you are not covered under California Assembly Bill No. 5, CHAPTER 296, Act to amend Section 3351 of, and to add Section 2750.3 to, the Labor Code, and to amend Sections 606.5 and 621 of the Unemployment Insurance Code. Also, by registering for a Class through Flowell, no confidential, fiduciary, contractually implied, or other relationship is created with us other than the one created by these Terms.

We reserve the right to adjust Flowell Fees and transaction fees at any time. If we ever need to change Flowell Fees or transaction fees, we will let you know in an email or on the Flowell website.

If you are accessing or using the Platform on behalf of a business or entity, then (a) "you" and "your" includes you and that business or entity, (b) you must be an authorized representative of the business or entity, (c) you agree to these T&Cs on the entity's behalf, (d) your business or entity is legally and financially responsible for your access or use of the Platform as well as for the access or use of your Account by others affiliated with your entity, and (e) you and your entity

are not on any trade or economic sanctions lists, such as designated as a "Specially Designated National" by OFAC (Office of Foreign Assets Control of the U.S. Treasury Department).

Descriptions of Classes are provided by the Instructor(s). We don't make any representations about the accuracy of the descriptions and make no warranties whatsoever with regards to the content on the Platform. The Instructor is solely responsible for the Classes and content being provided as well as the quality of those items. However, from time to time, Flowell may monitor a Class (audio and video of all participants) for quality control purposes. By consenting to these Terms, you consent to this monitoring. Classes are recorded by default.

You should not attempt to log in to Flowell from multiple devices at once.

Flowell's Role

To summarize: We proactively look at some pages and posts on Flowell and review reported pages to identify potential violations of our guidelines.

We proactively look at some pages and posts on Flowell to make sure Instructors follow our Community Guidelines. We also investigate reports of potential violations. These investigations may take a while to resolve and may include looking at what is supported by funds received through Flowell.

In most situations we will work with Instructors to resolve any potential violations and allow the Instructor to continue using Flowell. Terminating accounts is not an action we take lightly and is done in only the most extreme cases.

Please let us know if you see potential violations of our [Community Guidelines](#). You can report them to support@flowell.co.

As a global company based in the United States with operations in other countries, we must comply with economic sanctions and trade restrictions, including those implemented by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. This means that Flowell cannot take part in transactions that involve designated people, places, or items that originate from those places, as determined by agencies like OFAC.

We are constantly testing out new features with the goal of making Flowell better. We may add or remove features, and often test features with a random subset of our community. If we believe a feature is significantly different from these terms, then we explain those differences in the test.

With your permission, we may give other websites or services the ability to verify information about your Flowell account or perform actions on your behalf. This permission is asked for when you connect your Flowell account to these other webFlowells or services. You can learn more in our [Privacy Policy](#).

Ownership of Platform and Content

Content - Grant of Licenses - Flowell Content

To summarize: You can use the Flowell logo and other copyrights and trademarks to promote your Classes, but not for anything else without Flowell's permission.

All Platform creations, the "look and feel" of the Platform, and all related intellectual property rights (the "Flowell Content"), are either owned or licensed by Flowell and are protected by copyright, trademark and trade secret laws. Use of Flowell Content or materials on the Platform for any purpose not expressly permitted by these T&Cs is prohibited. We grant you a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide license to use the Flowell logo and other copyrights and trademarks to promote your Classes. Flowell Content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any other purpose whatsoever unless we give you written permission (such as for Instructors below).

You acknowledge and agree that when you view content provided by others on the Platform, you are doing so at your own risk.

We make no representations, warranties or guarantees, whether express or implied, that any Flowell Content (or User Content) is accurate, complete or up to date. Where our Platform contains links to other Flowells and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those Flowells or resources. Such links should not be interpreted as approval by us of those linked webFlowells or information you may obtain from them. You acknowledge that we have no obligation to pre-screen, monitor, review, or edit any Content posted by you and other Users on the Platform (including User Content).

Instructor Content

To summarize: You keep complete ownership of all Classes, but you give us permission to use them on Flowell and in our advertising efforts. Make sure you have permission to use Classes that you offer on Flowell.

You keep full ownership of all Classes that you offer on Flowell, but we need licenses from you to operate Flowell effectively.

By posting Classes on Flowell you grant us a royalty-free, perpetual, irrevocable, non-exclusive, sublicensable, worldwide license to use, store, reproduce, sell, distribute, perform, sub-license, publicly display or prepare the Instructor Content (as defined below) and/or derivative works of your creation. The purpose of this license is limited and allows us to provide and promote

purchases and subscriptions to Students on the platform. We will never try to steal your Classes or use them in an exploitative way.

You acknowledge and agree that we may delete Instructor Content after a certain amount of time, as set forth in these Terms, so we encourage you to keep a separate copy.

You may not post creations that infringe others' intellectual property or proprietary rights. Students may not use Classes posted by Instructors in any way not authorized by the Instructor.

Instructors own the content they create and upload to Flowell ("Instructor Content"). Classes are recorded by default; both the audio and video of the Instructor and Students are recorded. Only the studio time of the Class is recorded (not the waiting rooms). At the end of a recorded Class, a downloadable link is sent to the Instructor. This link is available for twelve months (12) after the end of the Class. Instructors may then upload Instructor Content onto third-party websites (and such content can be monetized by Instructors), provided that Instructors upload the Instructor Content in the format provided and use it otherwise in accordance with these Terms. Flowell makes no promises that Instructors will be successful in making money from Instructor Content outside of the Platform. However, we do ask that if and when Instructors use the Instructor Content off the Platform, they use their common sense as misuse of Instructor Content outside of the Platform could result in privileges to use the Platform being revoked.

User Content

Users of the Platform may be permitted to upload, post or transmit or otherwise make available content through the Platform including, without limitation, any text, photographs, User videos or links to videos hosted on a third party, or hosted on Flowell, sound recordings and the musical works embodied therein, including videos that incorporate locally stored sound recordings from your personal music library and ambient noise ("User Content" and collectively with the Flowell Content and Instructor Content, the "Content").

You or the owner of your User Content still keep full ownership of the User Content sent to us, but by submitting User Content via the Platform, or embedding it on Flowell through a third party hosting site, you hereby grant us an unconditional irrevocable, non-exclusive, royalty-free, fully transferable, perpetual worldwide license to use, store, modify, adapt, reproduce, sell, make derivative works of, sub-license, publish and/or transmit, and/or distribute and to authorize other Users of the Platform and other third-parties to view, access, use, download, modify, adapt, reproduce, make derivative works of, publish and/or transmit your User Content in any format and on any platform, either now known or hereinafter invented. Flowell reserves the right to feature your profile or likeness on its website or for promotional purposes on other websites and social media. You further acknowledge and agree that we may delete User Content after a certain amount of time, as set forth in these Terms, so we encourage you to keep a separate copy.

Any User Content will be considered non-confidential and non-proprietary. Students may not use any part of a Class or any User Content created by Instructors in any way not authorized by the Instructor.

You further grant us a non-exclusive, fully transferable, perpetual royalty-free license to use your user name, image, voice, and likeness to identify you as the source of any of your Content; provided, however, that your ability to provide an image, voice, and likeness may be subject to limitations due to age restrictions.

By posting User Content on the Platform, you waive any rights to prior inspection or approval of any marketing or promotional materials related to your User Content. You also waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with any portion of your User Content.

We also have the right to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to our Platform constitutes a violation of their intellectual property rights, or of their right to privacy.

We reserve the right to cut, crop, edit or refuse to publish your content at our sole discretion, in accordance with the license granted hereunder. We have the right – but not the obligation – in our sole discretion to remove, disallow, block or delete any User Content (i) that we consider to violate these T&Cs, or (ii) in response to complaints from other Users or third parties, with or without notice and without any liability to you. If you are an Instructor, please keep your recorded Classes or User Content if you wish to have permanent access to them.

We make no representations about the accuracy, integrity, appropriateness or quality of any Content and accordingly accept no liability for any Content.

If you wish to complain about information and materials uploaded by other Users, please contact us at: support@flowell.co.

The rights granted by you for streaming live and pre-recorded Content terminate 6 months after you delete such User Content from the Platform, or generally by closing your account, except if (i) Flowell used it for promotional purposes, and (ii) for a reasonable time it takes to remove from backup and other systems.

Prohibited Content

To summarize: You may not post Content on or through the Flowell that violates any of the conditions outlined in this section.

You may not post Content on or through the Flowell that:

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

- harasses or advocates harassment of another person;
- exploits people in a sexual or violent manner;
- contains nudity, violence, or offensive subject matter;
- provides any telephone numbers, street addresses, last names or email addresses of anyone except yourself;
- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- violates any intellectual property or other proprietary right of any third party, including Content that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging or "spamming";
- contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other members;
- involves commercial activities and/or sales without our prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; or
- includes a photograph of another person that you have posted without that person's consent or, in the case of children under the age of thirteen (13), parental consent, or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights; or contains a virus or other harmful component.

Software

We grant you a personal, limited, non-exclusive right and license to download, install, and execute any software, code, or APIs available on or accessible through Flowell or Services (the "Software") in accordance with any instructions we provide to you, solely for your own business purposes in connection with your access to and use of the Flowell and Services. Except as expressly set forth in the foregoing sentence, you are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Software or any intellectual property rights therein or related thereto, and You may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit any portion of the Software without our prior written permission.

Flowell Restrictions

You acknowledge that the Services, Flowell, Software, and all other databases, software, hardware and other technology used to provide the Services and operate the Flowell

(collectively, our “Technology”) and their structure, organization, and underlying data, information and source code constitute our valuable trade secrets. You will not, and will not permit any third party to: (1) access or use the Technology, in whole or in part, except as expressly provided in these Terms of Use; (2) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Technology; (3) use automated scripts to collect information from or otherwise interact with the Technology; (4) alter, modify, reproduce, create derivative works of the Technology; (5) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of your rights to access or use the Technology, including, without limitation, providing outsourcing, service bureau, hosting, application service provider or on-line services to third parties, or otherwise make the Technology, or access thereto, available to any third party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of or any trade secrets embodied in the Technology; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) use the Technology for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes; or (9) interfere in any manner with the operation or hosting of the Technology, or attempt to gain unauthorized access to the Technology.

Your Third-party Apps

To summarize: You may grant Flowell permission to access third-party apps. You may also revoke that permission.

You may grant Flowell access to your third-party accounts, such as Google, YouTube, Facebook, Instagram, Twitter, and Twitch, in order for some Flowell features to operate. Each time you connect your third-party account, that third-party account will present a page that describes the information that Flowell can access.

At any time, you can revoke Flowell's access to those accounts using the respective third party's security settings page.

These are the links for each service:

Google	<u>Terms of Service</u>	<u>Privacy Policy</u>	<u>Revoke Flowell's Access</u>
YouTube	<u>Terms of Service</u>	<u>Privacy Policy</u>	<u>Revoke Flowell's Access</u>
Facebook	<u>Terms of Service</u>	<u>Privacy Policy</u>	<u>Revoke Flowell's Access</u>
Instagram	<u>Terms of Service</u>	<u>Privacy Policy</u>	<u>Revoke Flowell's Access</u>
Twitter	<u>Terms of Service</u>	<u>Privacy Policy</u>	<u>Revoke Flowell's Access</u>
Twitch	<u>Terms of Service</u>	<u>Privacy Policy</u>	<u>Revoke Flowell's Access</u>

Copyright Infringement

Claims of Copyright Infringement

If you have reason to believe any part of the Content of the Platform infringes the copyrights of others, please notify our Copyright Agent immediately at support@flowellco. It is our policy to investigate any allegations of copyright infringement brought to our attention. We reserve the right in our sole discretion to immediately suspend and/or terminate access to the Platform by any user who is alleged to have posted infringing materials or a link to infringing materials on the Platform and to immediately remove or disable the allegedly infringing Content or link.

Notice of Claim of Copyright Infringement

If you are the copyright owner (or are authorized to act on behalf of the copyright owner), please notify our Copyright Agent immediately if you believe that (1) any Content displayed on the Platform infringes your copyright or (2) any link posted on the Platform links to materials that infringe your copyright. As soon as we receive your notice of claimed infringement, in the form described below, we will promptly remove or disable access to the materials that are claimed to be infringing (or the subject of infringing activity). Your notice must be in writing and must include the following:

1. a description of the copyrighted work you believe has been infringed (or if you believe multiple copyrighted works have been infringed, a representative list);
2. a description of the material you believe is infringing or the subject of infringing activity, together with enough information to permit us to locate the material on the applicable Flowell; enough information to permit us to contact you, such as, your name, address, telephone number and, if available, e-mail address;
3. a statement that you have a good faith belief that the allegedly infringing use of the material was not authorized by the owner of the exclusive right that is allegedly infringed (the "copyright owner"), an agent for the copyright owner, or by law;
4. a statement that all of the information you have provided is accurate; and
5. a statement, made under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the copyright owner.

Your Notice. Your notice must be signed (physically or electronically) and must be addressed as follows:

1. Chief Operating Officer Flowell Inc 651 N Broad St. STE 205 #4050 Middletown, DE 19709

2. E-mail: support@flowell.co

Feedback

To summarize: If you submit ideas to us, we don't have to compensate you for them if we use them.

By submitting ideas, suggestions, documents, and/or proposals ("Submissions") to Flowell or its employees, you acknowledge and agree that Flowell shall be entitled to use or disclose such Submissions for any purpose in any way without providing compensation or credit to you.

Rules for Copyrighted Works

Specific Rules for Copyrighted Works

To summarize: Please only use music that you are licensed to use, royalty-free. You can also embed videos on Flowell from a third party hosting site, if you have the rights to do so. If you see a copyright violation, the procedure for reporting it is below.

By incorporating music not provided by Flowell into Content, or by embedding Content from a third party video hosting Flowell on Flowell, you represent that you have the legal authority to do so on a royalty-free basis. You in turn grant us the right to use your Content without the obligation to pay royalties to any third-party.

If you are a composer or author of a musical work and are affiliated with a Performing Rights Organization ("PRO") or music publisher, then you must notify your PRO or music publisher of the royalty-free license you grant through these T&Cs in your Content to us.

All of the rights you grant in your Content in these T&Cs are provided on a through-to-the-audience basis, meaning the owners or operators of third-party services will not have any separate liability to you or any other third party for Content posted or used on such third-party service via the Platform.

Copyright Claims. If you are a copyright owner (or agent of one) and believe that any Content infringes upon your copyrights, please submit a notification pursuant to the U.S. Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent (at the contact address below) with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyrighted work;
- Identification of the copyrighted work claimed to have been infringed. If multiple works are being infringed, then please list all of the original works applicable;

- Identification of the infringing material. Please include URLs or other information reasonably sufficient to locate the material;
- Contact information, such as name, address, telephone number, email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you don't send all of the information, your DMCA notice may not be valid. You can email copyright infringement notifications to our Copyright Agent at support@flowell.co. Only DMCA notices should go to the Copyright Agent. Please note that the DMCA is a legal document and does require you to provide personal information. It is standard for websites to post such legal documents online or share such documents with the claimed infringer. This is like posting a summons or a subpoena on a door. As a result, your personal information may be publicly shared in this process.

Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the proper authorization to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Flowell may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider or User, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Flowell's sole discretion.

If a copyright owner submits a valid DMCA complaint through our process, we take down the offending Content, Class, or VOD and apply a copyright strike. If a User gets three copyright strikes in 90 days, their Account, along with any associated Content, Classes, or VODs, will be terminated.

The licensors of Flowell for the rights in musical works and sound recordings are intended third-party beneficiaries of the agreement between Flowell and Instructors.

Payment Processing Agreement

To summarize: We use Stripe as our payment processor. By agreeing to these Terms, you agree to Stripe's terms below (including in the links).

Payment processing services on Flowell are currently provided by Stripe ("Stripe Processing Services"). Stripe Processing Services are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to these Terms, or by continuing to use the Platform including your account on Flowell, you agree to be bound by the Stripe Services Agreement, as the same may be modified from time to time by Stripe. As a condition of Flowell enabling payment processing services through Stripe, you agree to provide Flowell accurate and complete information about you and your business, and you authorize Flowell to share it and transaction information related to your use of the payment processing services provided by Stripe.

Flowell Waiver - Medical Advice

To summarize: You are aware of the risks of exercising and participating in, or instructing, Classes, and/or following the advisory of Instructors. Please check with a licensed healthcare professional to ensure you are healthy enough to be in a Class. These classes are not medical advice. You hold Flowell harmless for any issue that may arise from your use of Flowell or participation in Classes. We are also not responsible for Classes held outside of our Platform.

YOU UNDERSTAND THAT THERE ARE CERTAIN INHERENT RISKS AND DANGERS IN EXERCISING AND THAT THE CLASSES YOU MAY REGISTER FOR, ATTEND OR PARTICIPATE IN OFFER A RANGE OF ACTIVITY AND INTENSITY LEVELS. BY USING FLOWELL (AS EITHER AN ATTENDEE OR AN INSTRUCTOR), YOU ACKNOWLEDGE AND AGREE, ON BEHALF OF YOURSELF, YOUR HEIRS, PERSONAL REPRESENTATIVES AND/OR ASSIGNS THAT YOU ARE AWARE OF THESE RISKS WHICH INCLUDE, BUT ARE NOT LIMITED TO, PROPERTY DAMAGE, ILLNESS, LOSS AND BODILY INJURY OR DEATH. YOU ACKNOWLEDGE THAT SOME OF THESE RISKS CANNOT BE ELIMINATED AND YOU SPECIFICALLY ASSUME THE RISK OF INJURY OR HARM.

YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR RESPONSIBILITY TO CONSULT WITH YOUR PHYSICIAN OR OTHER HEALTH CARE PROFESSIONAL PRIOR TO USING FLOWELL (INCLUDING BUT NOT LIMITED TO ATTENDING, PARTICIPATING IN, INSTRUCTING, OR USING A CLASS) AND TO DETERMINE IF AND HOW USING FLOWELL IS APPROPRIATE FOR YOU. DO

NOT USE CLASSES IF YOUR PHYSICIAN OR HEALTH CARE PROVIDER ADVISES AGAINST IT. IF YOU EXPERIENCE FAINTNESS, PAIN OR SHORTNESS OF BREATH AT ANY TIME WHILE EXERCISING, YOU SHOULD STOP IMMEDIATELY.

YOU ALSO UNDERSTAND AND AGREE THAT THE PLATFORM OFFERS FITNESS AND RELATED INFORMATION THAT IS DESIGNED FOR INFORMATIONAL AND ENTERTAINMENT PURPOSES ONLY. NOTHING ON THE PLATFORM IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL, PROFESSIONAL OR COUNSELING CARE. YOU SHOULD NOT RELY ON ANY INFORMATION ON OR THROUGH THE PLATFORM AND/OR A CLASS AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. ALWAYS CONSULT A PHYSICIAN IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH OR FITNESS LEVEL. THE USE OF ANY CONTENT, RECOMMENDATIONS AND INFORMATION PROVIDED ON OR THROUGH Flowell IS SOLELY AT YOUR OWN RISK. YOU ACKNOWLEDGE AND AGREE THAT, IN ACCORDANCE WITH THE SECTION ENTITLED "LIMITATION OF LIABILITY" BELOW, FLOWELL HAS NO LIABILITY FOR ANY DAMAGES ARISING FROM YOUR USE OF THE PLATFORM, INCLUDING WITHOUT LIMITATION PERSONAL INJURY OR DEATH.

FLOWELL MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS AS TO OUR PLATFORM'S ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE. NO ASSURANCE CAN BE GIVEN THAT THE ADVICE OR RECOMMENDATIONS CONTAINED IN OR THROUGH FLOWELL'S WEBFlowell AND/OR A CLASS WILL ALWAYS INCLUDE THE MOST RECENT FINDINGS OR DEVELOPMENTS WITH RESPECT TO THE PARTICULAR MATERIAL OR CONTENT.

THEREFORE, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU RELEASE, INDEMNIFY, AND HOLD HARMLESS FLOWELL, ITS AFFILIATED ENTITIES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, CONSULTANTS, CONTRACT EMPLOYEES, REPRESENTATIVES AND AGENTS, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM ANY AND ALL RESPONSIBILITY, CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES AND LIABILITIES ARISING OUT OF OR IN ANY WAY RELATED TO YOUR PARTICIPATION IN OR USE OF THE PLATFORM AND/OR ATTENDANCE AT, PARTICIPATION IN, PURCHASE OF AND OR/USE OF ANY CLASS (INCLUDING THOSE HELD OUTSIDE OF Flowell), INCLUDING BUT NOT LIMITED TO WITH RESPECT TO BODILY INJURY, PHYSICAL HARM, LOSS, ILLNESS, DEATH OR PROPERTY DAMAGE. THE FOREGOING INCLUDES, WITHOUT LIMITATION, ANY THIRD PARTY CLAIM OF INFRINGEMENT OF COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OR INVASION OF PRIVACY ARISING FROM THE HOSTING OF YOUR CONTENT ON THE PLATFORM, AND/OR YOUR MAKING AVAILABLE THEREOF TO OTHER USERS OF THE PLATFORM, AND/OR THE ACTUAL USE OF YOUR CONTENT BY OTHER USERS OF THE PLATFORM OR RELATED SERVICES IN ACCORDANCE WITH THESE TERMS OF USE AND THE PARAMETERS SET BY YOU WITH RESPECT TO THE DISTRIBUTION AND SHARING OF YOUR CONTENT, AND/OR ANY ACTIVITY RELATED TO YOUR ACCOUNT, BE IT BY YOU OR BY ANY OTHER PERSON ACCESSING YOUR ACCOUNT WITH OR WITHOUT YOUR CONSENT UNLESS SUCH ACTIVITY WAS CAUSED BY THE ACT OR DEFAULT OF FLOWELL.

Termination

To summarize:

- 1. You may terminate your account at any time from your account settings.*
- 2. Termination by Flowell*
- 3. Discontinuation of Services*
- 4. Survival (Terms remain in effect at the end of your relationship with Flowell)*

Termination By You

We'd hate to see you go, but you may terminate your account with Flowell at any time from your account settings. Terminating your account will affect the availability of some or all of Your Content that you posted through the Services prior to termination. Oh, and you'll still have to pay any outstanding bills.

Termination By Flowell

We may terminate or suspend your account (and any accounts Flowell determines are related to your account) and your access to the Services should we have reason to believe you, your Content, or your use of the Services violate our Terms. If we do so, it's important to understand that you don't have a contractual or legal right to continue to use our Services, for example, to sell or buy on our website or mobile apps. Generally, Flowell will notify you that your account has been terminated or suspended, unless you've repeatedly violated our Terms or we have legal or regulatory reasons preventing us from notifying you.

If you or Flowell terminates your account, you will have 90 days to access any information associated with your account, including your Content. After such time, you may lose access to this information if you have not retrieved it.

Discontinuation of the Services

Flowell reserves the right to change, suspend, or discontinue any of the Services for you, any or all users, at any time, for any reason, including those laid out in Flowell's policies under these Terms of Use. We will not be liable to you for the effect that any changes to the Services may have on you, including your income or your ability to generate revenue through the Services.

Survival

The Terms will remain in effect even after your access to the Service is terminated, or your use of the Service ends.

Warranty Disclaimer

To summarize: We do our best to make sure Flowell works as it should, but sometimes things happen.

WARRANTIES. FLOWELL IS DEDICATED TO MAKING OUR SERVICES THE BEST THEY CAN BE, BUT WE'RE NOT PERFECT AND SOMETIMES THINGS CAN GO WRONG. YOU UNDERSTAND THAT OUR SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY KIND OF WARRANTY (EXPRESS OR IMPLIED). WE ARE EXPRESSLY DISCLAIMING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

WE DO NOT GUARANTEE THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL MATERIALS; OR (IV) THE RESULTS OF USING THE SERVICES (INCLUDING WITHOUT LIMITATION ANY CLASSES OFFERED ON THE PLATFORM) WILL PRODUCE ANY SPECIFIC RESULTS AND/OR MEET YOUR EXPECTATIONS. YOU USE THE SERVICES SOLELY AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

LIABILITY LIMITS. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER FLOWELL, NOR OUR EMPLOYEES OR DIRECTORS SHALL BE LIABLE TO YOU FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS. IN NO EVENT SHALL FLOWELL'S AGGREGATE LIABILITY FOR ANY DAMAGES EXCEED THE GREATER OF ONE HUNDRED (\$100) US DOLLARS (USD) OR THE AMOUNT YOU PAID FLOWELL IN THE PAST SIX MONTHS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability (or the Things You Can't Sue Us For)

To the extent permitted by law, we are not liable to you for any damages whatsoever, whether direct, indirect, general, special, compensatory, incidental, consequential or punitive damages

arising out of these terms, or your use or attempted use of the Platform. Nothing contained in the Platform or in any written or oral communications from Flowell or its employees or agents shall be construed to make any promise, covenant, warranty, or guaranty, all of which are explicitly disclaimed hereby, contrary to the statements and disclaimers contained in this paragraph.

To the extent permitted by law, our liability for damages is limited to the amount of money we have earned through your use of Flowell. We are specifically not liable for loss associated with unfulfilled benefits and from losses caused by conflicting contractual agreements. For this clause "we" and "our" is defined to include our subsidiaries, affiliates, officers, directors, employees, agents, and third party service providers.

The content and functionality on the Platform, along with the services provided by Flowell's employees, are offered "as is" without warranty of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Flowell makes no warranties, express or implied, as to the ownership, accuracy, completeness or adequacy of the Platform's content, the services provided thereon (including any services provided by Instructors), or that the functionality of the Platform will be uninterrupted or error-free or free from virus or third party attack. You hereby acknowledge that your use of the Platform is at your sole risk. UNDER NO CIRCUMSTANCES SHALL FLOWELL, ITS OFFICERS, OWNERS, EMPLOYEES OR AGENTS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM USE OF, OR INABILITY TO USE, THE WEBSITES OR SERVICE OR THE INFORMATION CONTAINED THEREIN, EVEN IF FLOWELL HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT FLOWELL SHALL HAVE NO LIABILITY FOR DAMAGES ARISING FROM ANY DISPUTE BETWEEN YOURSELF AND ANOTHER USER OF THE SERVICE.

Classes You Purchase

You understand that Flowell does not produce, manage, or inspect any of the Classes sold through our Services. We provide the venue; the Classes in our Platform are produced, listed, and sold directly by independent Instructors, so Flowell cannot and does not make any warranties about their quality, safety, or even their legality. Any legal claim related to a Class you purchase must be brought directly against the Instructor of the Class. You release Flowell from any claims related to items sold through our Services, including for defective items, misrepresentations by sellers, or items that caused physical injury (like product liability claims).

Content You Access

You may come across content and materials that you find offensive or inappropriate while using our Services. We make no representations concerning any content posted by users through the Services. Flowell is not responsible for the accuracy, copyright compliance, legality, or decency of content posted by users that you accessed through the Services. You release us from all liability relating to that content.

People You Interact With

You can use the Services to interact with other individuals, either online or in person. However, you understand that we do not necessarily screen users of our Services, and you release us from all liability relating to your interactions with other users. Please be careful and exercise caution and good judgment in all interactions with others, especially if you are meeting someone in person. [This Help article](#) from Etsy has some good advice about handling in person meetings. Notwithstanding the foregoing, we may, but are not required to, run background checks or otherwise screen users of our Services in accordance with these Terms of Use.

Third-Party Services

Our Services may contain links to third-party websites or services that we don't own or control (for example, links to Facebook, Twitter, and Google). You may also need to use a third party's product or service in order to use some of our Services (like a compatible mobile device to use our mobile apps). When you access these third-party services, you do so at your own risk. The third parties may require you to accept their own terms of use. Flowell is not a party to those agreements; they are solely between you and the third party.

Gift Cards and Promotions

You acknowledge that Flowell does not make any warranties with respect to your Gift Card balance and is not responsible for any unauthorized access to, or alteration, theft, or destruction of a Gift Card or Gift Card code that results from any action by you or a third party. You also acknowledge that we may suspend or prohibit use of your Gift Card if your Gift Card or Gift Card code has been reported lost or stolen, or if we believe your Gift Card balance is being used suspiciously, fraudulently, or in an otherwise unauthorized manner. If your Gift Card code stops working, your only remedy is for us to issue you a replacement Gift Card code. By participating in a special offer or promotion, you agree that you may not later claim that the rules of that special offer or promotion were ambiguous.

Indemnification (or What Happens If You Get Us Sued)

We hope this never happens, but if Flowell gets sued because of something that you did, you agree to defend and indemnify us. That means you'll defend Flowell (including any of our employees) and hold us harmless from any legal claim or demand (including reasonable attorney's fees) that arises from your actions, your use (or misuse) of our Services, your breach of the Terms, or you or your account's infringement of someone else's rights.

We reserve the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

Disputes with Other Users

To summarize: If you find yourself in a dispute with another user of Flowell Services or a third party, we encourage you to contact the other party and try to resolve the dispute amicably.

Unresolved Disputes

Students and instructors who are unable to resolve a dispute related to a transaction on our website or mobile apps may contact us at support@flowell.co. Flowell will attempt to help you resolve disputes in good faith and based solely on our interpretation of our policies, in our sole discretion; we will not make judgments regarding legal issues or claims. Flowell has no obligation to resolve any disputes.

Release of Flowell. You release Flowell from any claims, demands, and damages arising out of disputes with other users or parties.

Disputes with Flowell

To summarize: If you're upset with us, let us know, and hopefully we can resolve your issue. But if we can't, then these rules will govern any legal dispute involving our Services.

Governing Law

The Terms are governed by the laws of the State of Maryland, without regard to its conflict of laws rules, and the laws of the United States of America. These laws will apply no matter where in the world you live, but if you live outside of the United States, you may be entitled to the protection of the mandatory consumer protection provisions of your local consumer protection law.

Arbitration

You and Flowell agree that any dispute or claim arising from or relating to the Terms shall be finally settled by final and binding arbitration, using the English language, administered by the American Arbitration Association (the "AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms you can find the AAA Rules [here](#)), unless otherwise required by law. **Arbitration, including threshold questions of arbitrability of the dispute, will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction.

Any arbitration or mediation under the Terms will take place on an individual basis. You understand that by agreeing to the Terms, you and Flowell are each waiving the right to trial by jury or to participate in a class action lawsuit. Class arbitrations shall only be available if requested by either party under its Class Action Arbitration Rules and approved by the arbitration entity. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator or mediator. You may instead assert your claim in "small claims" court, but only if your claim qualifies, your claim remains in such court, and your claim remains on an individual, non-representative, and non-class basis.

Costs of Arbitration

Payment for any and all reasonable AAA filing, administrative, and arbitrator fees will be in accordance with the Consumer Arbitration Rules. If the value of your claim does not exceed \$5,000 USD, Flowell will pay for the reasonable filing, administrative, and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose.

Forum

Any legal action against Flowell related to our Services must be filed and take place in Montgomery County, Maryland. For all actions under the AAA Rules, the proceedings may be filed where your residence is, or in Rockville, Maryland, and any in-person hearings will be conducted at a location which is reasonably convenient to both parties taking into account their ability to travel and other pertinent circumstances. For any actions not subject to arbitration or mediation, you and Flowell agree to submit to the personal jurisdiction of a state or federal court located in Montgomery County, Maryland if your contract is with Flowell, Inc.

Government Exception

If you are a government agent or entity in the United States using the Services in your official capacity, and you are legally unable to agree to the clauses in this section, then those clauses do not apply to you. In that case, the Terms and any action related to the Terms will be governed by the laws of the United States (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Maryland.

Modifications

We may update these Terms of Use from time to time. Continued use of the Platform indicates your acceptance of the updated Terms. By rejecting a modified term or permanently closing your account, you agree to arbitrate any disputes between you and Flowell in accordance with the provisions of this "Disputes with Flowell" section as of the date you last accepted the Terms, including any changes made prior to your rejection. If you reopen your closed account or create a new account, you agree to be bound by the current version of the Terms.

Everything Else (Miscellaneous)

Entire Agreement, Severability

These Terms and any referenced policies in the Terms are the entire agreement between you and us, and supersede all prior agreements. If any provision of these terms is held to be unenforceable, then that provision is modified to the extent necessary to enforce it. If a provision cannot be modified, it is severed from these terms, and all other provisions remain in force. If either party fails to enforce a right provided by these terms, it does not waive the ability to enforce any rights in the future.

User Support

We may provide you with support for your Account ("Support") via the following methods, which may include, without limitation: online self-help support center ; forums; the Platform; email; and voicemail. For current information regarding Support, please contact the following Flowell: support@flowell.co.

We will use commercially reasonable efforts to respond to Support requests within 48 hours after the request is placed. Support is available from 9:00 a.m. to 5:00 p.m. Eastern Standard Time on Monday through Friday, excluding USA holidays, provided that we do not guarantee any level of Support and may change our Support practices at any time.

Links to the Platform and RSS Feeds

We grant you permission to create hyperlinks to the home page of public pages within the Platform, provided that the hyperlink accurately describes the content as it appears on the applicable page of the Platform. You are further granted a right to implement the RSS feeds located on the Platform at www.Flowell.co for your personal, non-commercial use, solely as described on the Platform. We reserve the right to revoke these licenses generally, or your right to use specific links or RSS feeds, at any time, with or without cause. If you wish to obtain a license to use, distribute, or otherwise feature our RSS feeds for commercial purposes, please contact us at support@flowell.co and request a license for commercial use. Under no circumstances may you "frame" the Flowell or any of its Content or copy portions of the Platform to a server, except as part of an Internet service provider's incidental caching of pages. When a page of the Platform is accessed from a link (including RSS feeds) featured on your web Flowell, each page within the Platform must be displayed in full, without any accompanying frame, border, margin, design, branding, trademark, advertising, or promotional materials not originally displayed on the applicable page within the Flowell. If you wish to link to any Flowell other than as described herein, you must execute a separate agreement with Flowell. Please contact us at support@flowell.co.

California Consumer Rights Notice

Under California Civil Code Section 1789.3, California Users of the Platform receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at the contact information set forth at http://www.dca.ca.gov/about_dca/contactus.shtml. Users of the

Platform who are California residents and are under 18 years of age may request and obtain removal of User Content they posted by emailing us at support@flowell.co. All requests must be labeled "California Removal Request" on the email subject line. All requests must provide a description of the User Content you want removed and information reasonably sufficient to permit us to locate that User Content. We do not accept California Removal Requests via postal mail, telephone or facsimile. We are not responsible for notices that are not labeled or sent properly, and we may not be able to respond if you do not provide adequate information.

Changes to the Terms

We may update these Terms from time to time. If we believe that the changes are material, we'll definitely let you know by posting the changes through the Services and/or sending you an email or message about the changes. That way you can decide whether you want to continue using the Services. Changes will be effective upon the posting of the changes unless otherwise specified. You are responsible for reviewing and becoming familiar with any changes. Your use of the Services following the changes constitutes your acceptance of the updated Terms.

Some Finer Legal Points

The Terms, including all of the policies that make up the Terms, supersede any other agreement between you and Flowell regarding the Services. If any part of the Terms is found to be unenforceable, that part will be limited to the minimum extent necessary so that the Terms will otherwise remain in full force and effect. Our failure to enforce any part of the Terms is not a waiver of our right to later enforce that or any other part of the Terms. We may assign any of our rights and obligations under the Terms.

Contact us

You can reach us at support@flowell.co.