

Terms of Service of Flow Limited
(Updated 12th April 2017)

PLEASE READ AND CONSIDER THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS.

This document (together with the documents referred to in it) outlines the terms of the licence and use that apply to those applications for use on Smartphones (as defined below) that Flow makes available for download by You via the Website (as defined below) or from any third party application store ("Applications").

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY DOWNLOADING, ACCESSING AND/OR USING ANY APPLICATION, YOU CONFIRM THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND ACKNOWLEDGE THAT THEY CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN US AND YOU (AND, IF RELEVANT, ANY ORGANISATION ON WHOSE BEHALF YOU ARE ACTING). IF YOU ARE ACTING ON BEHALF OF ANY ORGANISATION, YOU CONFIRM THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THAT ORGANISATION. IF YOU (OR, IF RELEVANT, YOUR ORGANISATION) DO NOT AGREE TO ALL OF THESE TERMS (OR IF YOU DO NOT HAVE THE RIGHT TO BIND YOUR ORGANISATION), YOU ARE NOT PERMITTED TO ACCESS OR USE ANY APPLICATION, AND YOU SHOULD NOT CLICK TO ACCEPT THESE TERMS AND YOU SHOULD NOT PROCEED FURTHER.

1. ABOUT FLOW

Flow Limited, a sub branch operating under the company Carisma Spa & Wellness International registered in Malta ("Flow" or "We" or "Us"). Our VAT registration number is MT20220005

Flow facilitates transactions between consumers as end customers ("Users" or "You" or "Your") and professional service providers and/or sellers selling goods and services to Users (each a "Vendors") by providing the Applications to Users which allows Users to locate Venues, browse associated Goods, place Orders and enter into a Contract with the Vendor to purchase Goods.

2. ABOUT THESE TERMS AND CONDITIONS

2.1 In these Terms and Conditions the following terms and references shall have the following meaning:

"Application" has the meaning as set forth in Clause 1;

"Contract" means the contract between the Vendor and the User for the sale and purchase of Goods;

"Goods" means any products or services listed for sale by a Vendor at a Venue via Flow;

"Order" means an offer made by the User to purchase Goods from the Vendor via Flow;

"Flow Website(s)" means www.drinksflow.com and any other website operated by Flow;

“Payment Method” means the credit or debit card(s) or alternative forms of payment used through the Payment Provider for payments in respect of Orders;

“Payment Provider” means Adyen B.V., a company registered in Amsterdam under number 34259528 and having its seat at Simon Carmiggeltstraat 6-50, 1011 DJ in Amsterdam, the Netherlands.

“PCI DSS Level 1” means Payment Card Industry Data Security Standard Level 1 which means the standard for payment card data security as defined by the PCI Security Standards Council, as defined in its latest version under https://www.pcisecuritystandards.org/security_standards/documents.php whereas Level 1 is accepted to be the highest level of conformance and security within this standard;

“Services” means all those services provided by Flow to Users through the Applications including without limitation providing a medium for Users to place an Order for Goods using the Applications; “Smartphone” means any mobile phone, tablet or other device capable of being used to download and run the Applications;

“Vendors” has the meaning as set forth in Clause 1;

“Venue” means an establishment operated by any Vendor that offers its Goods for sale via Flow;

“Verification Code” means a unique alphanumeric code generated by Flow and provided to the User via the Applications to identify a valid transaction and the creation of a Contract between the User and the Vendor.

2.2 Every time You make an Order using the Application, You will be deemed to confirm Your acceptance of these Terms of Service.

2.3 Flow may at any time modify these Terms of Service. Flow will notify You of any changes to these Terms of Service either by emailing You (at the email address provided by you on registration), by posting a notice on the Website(s), a push notification on Your Smartphone or any other appropriate form. Once these Terms of Service have been amended or changed, You may only continue to use the Application after agreeing to the Terms of Service in their amended form.

2.4 These Terms of Service will apply to any upgrades of the Application provided by Us that replace and/or supplement the previous version of the Application, unless such upgrade is accompanied by a separate licence in which case the terms of that licence will apply.

3. YOUR USE OF FLOW

3.1 Access to the Application is permitted on a temporary basis and We reserve the right to withdraw or amend the Services without notice. We will not be liable if the Application is unavailable at any time or for any period.

3.2 The Application is licensed to You for use only in accordance with these Terms of Service. The Applications may only be downloaded, accessed and used on a Smartphone owned or controlled by you and running the relevant operating system for which the Application concerned was designed, so You must make sure You have a compatible device which meets all the necessary technical specifications to enable you to download any Application you wish to

download and to access and use each downloaded Application. You are not permitted to download, access or use the Applications on any Smartphone which you do not own or control.

3.3 The Application is currently provided for download, access and use by You free of charge. You are charged a 10 cent Flow processing fee every time you check out your tab. Flow reserves its right to require Users to pay for its Services upon which these Terms of Service will be amended and consent to such change will be sought in accordance with clause 2.3.

3.4 You acknowledge that all prices for the Goods set out in the menu of a Venue as displayed in the Application are solely determined by the Vendor. The Vendor is responsible for uploading the prices which apply to its Goods and making these available to You through the Application. The prices for the Goods available to You via the Applications may be different from the prices set out in the menu at the Venue. The prices that apply to Your Order are exclusively those which are displayed via the Application.

3.5 We may, from time to time, restrict download of an Application from the Website or access to certain features, functions or content of an Application downloaded from any third party application store, to Users who have registered with Us. You are not obliged to register with Us, but if You do not do so, You will be unable to download the relevant Application from the Website or unable to use the relevant features, functions or content of an Application downloaded from any third party application store (as the case may be). You must ensure that any registration details You provide are accurate.

3.6 If You choose, or You are provided with, a log-on ID (such as a username and password or other identifier) for accessing or using any Application, You must treat such information as confidential and must not reveal it to anyone else. You are responsible for all activities that occur under Your log-on ID and must notify Us immediately of any unauthorised use of which You become aware. We reserve the right to disable any log-on ID, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Service or if any details You provide for the purposes of registering as a User prove to be false.

3.7 We cannot and do not guarantee the continuous, uninterrupted or error-free operability of any Application or that any Application will perform at a certain speed (since this depends on a number of factors outside of Flow's control).

3.8 We reserve the right to withdraw or suspend the operation of any Application, or cease to provide and/or update content to any Application, with or without notice to You, if We need to do so, including, without limitation, for security, legal or business reasons.

4. LIMITATIONS ON USE

4.1 You must be at least 17 years old to use the Services or the Application. If You are not 17 years old, You must not use the Services or the Application.

4.2 You may only use any Application for non-commercial, personal use and only in accordance with these terms, for lawful purposes (complying with all applicable laws and regulations), and in a responsible manner.

4.3 Subject to the following sections, you may retrieve and display content from any Application on a Smartphone and store the Application in electronic form which occurs incidentally in the

normal course of use of Your Smartphone. Additional terms may also apply to certain features, parts or content of any Application and, where they apply, will be displayed before you access the relevant features, parts or content.

4.4 In using the Application, You acknowledge, promise and undertake that You will not:

a) rent, lease, lend, sell, redistribute, transmit or sublicense any component of the Application or any form of access to it to any third person;

b) copy, store, duplicate, modify, create derivative works from or distribute all or any part of the Application, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, other than for your own non-commercial, personal use and as may occur incidentally in the normal course of use of Your Smartphone;

c) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Application, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;

d) access all or any part of the Application in order to build a product or service which competes with the Application;

e) upload, post, e-mail or otherwise send or transmit any material that contains viruses, Trojan horses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Services or the Application;

f) store any Application on a service or other storage device connected to a network or create a database by systematically downloading and storing any data from any Application;

g) remove or change any content of any Application or attempt to circumvent security or interfere with the proper working of any Application or any services on which it is hosted;

h) use any Application in a way that might damage Flow's or any Vendor's name or reputation or that of any of Flow's affiliates;

i) impersonate any other person while using the Services or the Application;

j) conduct Yourself in a vulgar, offensive, harassing or objectionable manner while using the Application;

k) do anything that is not expressly permitted by these Terms of Service; or

l) attempt to obtain, or assist third parties in obtaining, access to the Application, other than as provided under this clause 4.

4.5 Any attempt to do any of the above is a violation of these Terms of Service. If You breach any of these Terms of Service all rights granted to you under these Terms of Service will terminate immediately. We may terminate or suspend your access to the Applications and You may be subject to prosecution and damages.

4.6 You will use reasonable endeavours to prevent any unauthorised access to, or use of, the Application and notify Us via support@drinksflow.com promptly of any such unauthorised access or use. Such measures include, but are not limited to, setting access protection to Your Smartphone. Flow does not accept any liability for misuse of the Application.

4.7 To do anything with any Application that is not expressly permitted by these Terms of Service, you will need a separate licence from us. Please contact Us, using the contacting details at the end of these Terms of Use.

4.8 Certain third party service providers with whose devices and/or operating systems our Applications have been designed to be compatible oblige us to include certain additional provisions in these terms. These are set out at the end of these Terms of Service under Additional Third Party Terms. These provisions come from the relevant third party service providers, not us.

4.9 Third party application stores are operated by the relevant third party service providers and/or its affiliates. We are not responsible for these stores or (with the exception of our Applications) for anything provided by them and do not guarantee that they will be continuously available.

5. ORDER PLACEMENT

5.1 We have a limited authority from Vendors to act as their agent for the purpose only of receiving Your Orders, concluding a sale by confirming acceptance of an Order and receiving payment from You, in each case on behalf of the Vendor. Where an Order is concluded through Us, We will also issue You with a confirmatory email receipt on behalf of the relevant Vendor. It is important that You understand that any resulting concluded contract for an Order is between You and the Vendor and not with Us. We will not be responsible to You for the Order and will not be liable to You in respect of such contracts. We do not act as Your agent for any purpose.

5.2 Placing an Order through Us constitutes an offer by You to the Vendor to enter into a binding contract for the sale of Goods set out in the Order. Your relationship to Us will remain unaffected and shall be exclusively governed by these Terms of Service.

5.3 Flow or the Vendor or the staff appointed and authorized by the Vendor to provide the services within the respective Venue is free to accept or reject Your Order in its sole and absolute discretion. We will communicate this to You through the Application.

5.4 At the time of placing any Order, You represent and warrant to Flow as well as to the Vendor that You:

- a) are at least 18 years of age;
- b) are legally capable of entering into a binding contract;
- c) are not violating any applicable laws of the place in which the Venue is located by placing the Order;
- d) are not intoxicated or drunk or under the influence of drugs;

e) are (as far as applicable to Your Order) buying any alcoholic drinks for Your own consumption or for the consumption of others who are over the age of 18 years of age, not intoxicated or drunk or under the influence of drugs and are legally permitted to consume them; and

f) You have photographic identification to provide to the Vendor or his staff to evidence Your age.

5.5 If an Order is rejected We will notify this to the User via an in-app message to your Smartphone and the User will not be charged. A similar notification will also be sent to Your email address.

5.6 If the Order is accepted:

a) the User will be notified via an in-app message issued by Us on behalf of the Vendor to the User's Smartphone that their Order has been accepted by the Vendor and that the Goods requested in the Order are being prepared ("Order Confirmation"). At this point, the Contract is formed between the Venue and the User and the User is unable to cancel or withdraw the Order without the Vendor's express permission;

b) the User's Payment Method will be authorised (but not yet debited) in the amount of the Order and the User will be issued with the Verification Code which must be used to identify the Order on pick-up or delivery from the Vendor;

c) the Vendor will notify the User when the Order is ready for collection or delivery via an in-app alert to your Smartphone ("Collection Alert");

d) upon receipt of the Collection Alert the User will collect the Order from the dedicated collection area at the Venue only by showing the Verification Code applicable to the Order or the Order will be delivered by the Vendor's staff to the table number which the User has provided in his Order;

e) when chosen to close the one's tab, User's Payment Method will be debited in the amount of the Order plus a 10 cent transaction fee and any other amounts payable to the Vendor as far as applicable (such as tips or applicable service charges).

f) the User will receive from Us on behalf of the Vendor a receipt for the Order via email, sent to the email addressed supplied by the User at registration. This will set out the Goods You have ordered from the Vendor, the price of Goods (including the total amount payable) together with the identity of the Vendor.

5.7 You acknowledge and agree that the Verification Code provided to You when an Order is confirmed is a unique code relevant to Your Order without which the Vendor will not release the Order. You must keep the Verification Code confidential and must not disclose it to any third party. If You do disclose it to any other person and they collect Your Order, neither Flow nor the Vendor will be responsible and You will not be entitled to a refund of Your Order or to have Your Order replaced.

5.8 Where Malta licensing law is applicable, the application of this law supersedes all other rights You may have when using the Application. Should Flow become aware that any User is attempting to circumvent any applicable laws, rules, regulations, Flow will share any connected information with the relevant authorities as required.

5.9 Notwithstanding clause 5.4 above, to the extent that You will use the Application to order alcoholic drinks or other licensed goods, You agree that You are solely responsible for ensuring You enjoy such goods responsibly. For further information on alcohol advice please visit www.drinkaware.co.uk.

5.10 In the event We discover You have used the Application for the purchase of alcohol or other licensed goods in contravention of any warranty provided under clause 5.4 above, or have caused or permitted someone to use the Application for the purchase of alcohol in contravention of clause 5.4, We are not obliged to return to You any sums expended in that purchase and shall immediately revoke Your Licence to use the Application and will take all necessary steps required by law.

5.11 A Vendor may refuse to fulfill an Order or to terminate the binding Contract or to refuse to allow a User to collect the Order in the event that:

- a) he considers in its sole and absolute discretion that any of the warranties in clause 5.4 are untrue;
- b) fulfilling the Order or allowing the User to collect the Order would amount to a breach of any applicable laws or regulations in force from time to time;
- c) the User is unable to demonstrate to the Vendor that he/she made the Order by providing the Verification Code; or
- d) the User fails to collect the Order within 15 minutes of receiving the Collection Alert or is not present at the table with the number communicated in the Order when the Order is being delivered.

5.12 In the event that the Vendor refuses to fulfil the Order or terminates the Contract or refuses to allow the User to collect the Order pursuant to clause 5.7 above, You accept and agree that You will nevertheless be charged for the Order and no refund shall be available and you agree that neither Flow nor the Vendor shall have any liability to you.

5.13 Without limiting the foregoing, neither Flow nor the Vendor shall be responsible in the event that the User (i) is unable to collect the Order whether by reason of not being permitted entry to the Venue, (ii) having to queue to enter the Venue or otherwise or (iii) unable to receive the Order at his table after having been dismissed from the Venue by the Vendor due to his house right. Making an Order shall not entitle the User to enter a Venue or any preferential admission to a Venue. Where there are restrictions (such as, but not limited to, dress code or door policy) on entry into a Venue, the User is strongly advised to only make an Order when he/she is inside the Venue.

5.14 It is the User's sole responsibility to ensure that the Order is made with the intended Vendor and Venue. No refunds will be available where a User makes an Order with an incorrect

Vendor and/or Venue, by mistake or otherwise and neither Flow nor the Vendor shall have any liability to you in this respect.

6. TRANSACTIONS CONCLUDED VIA Flow

6.1 Flow's role is limited to providing the Application which facilitates the User contracting with the Vendor, and acting as the Vendor's agent for the limited purposes set out in clause 5.1.

6.2 When a User places an Order via the Application, notwithstanding Our agency role, the User contracts directly with the Vendor who is directly responsible and liable to You in respect of such contracts.

6.3 Flow uses a Payment Provider to collect payments from Users on behalf of the Vendors. By making any Order through the Application, the User consents to Flow's use of the Payment Providers' services to collect payments.

6.4 To ensure the required level of payment security, Flow will always use a PCI DSS Level 1 compliant payment provider to store, process and transmit Users' Payment Method data. Flow reserves the right to change its payment provider at its sole discretion, provided any such Payment Provider meets the security compliance level above.

6.5 Flow is responsible for refunds, cancellations, returns, and customer support which will be dealt with in cooperation of the Venue.

7. CHANGES, CANCELLATIONS AND REFUNDS

7.1 The User may change or cancel the Order at any time and for any reason until the User is notified that the Order has been accepted via the Order Confirmation and the Contract is formed between the Vendor, pursuant to clause 5.6(a).

7.2 You accept and agree that once the Contract is formed, You will not be able to change or cancel the Order and You will not be entitled to a refund for the Order or any part thereof, including in the event that the Vendor of the respective Venue exercises its right to refuse to fulfil the Order, pursuant to clause 5.7.

7.3 You also agree to indemnify and hold Flow harmless in respect of losses which Flow may incur as a result of any claim for a refund made by You or any third party in respect of any Order that is the subject of a Contract. This does not prevent You from discussing the issue of any refund with the Vendor directly and you acknowledge and agree this is outside of the Service provided by Flow.

8. FLOW'S RIGHTS

8.1 In providing You with access to the Application, Flow reserves the following rights, and in accessing, browsing or otherwise using the Application You grant to Flow and agree that Flow shall have the following rights:

a) the right to refuse or withdraw Your access to the Application in accordance with applicable laws for any reason at any time (with or without notice) if in Flow's sole and absolute discretion You violate or breach any of these Terms of Service;

b) the right to suspend, amend or disable Your account without giving You any notice or reason;

c) the right without notice to remove content, materials or user accounts for any reason whatsoever in our sole and absolute discretion, including without limitation content and materials which are unlawful, offensive, threatening, libellous, defamatory, obscene or which infringe third party rights, and user accounts used to propagate any such content or materials;

d) the right to access any or all of Your accounts in order to respond to Your requests for technical support so long as We maintain appropriate administrative physical and technical safeguards for the protection of the security and confidentiality and integrity of Your data;

e) the right to terminate without notice user accounts and delete any associated data if that account has been inactive or disabled for ninety (90) days or more; and

f) the right to report You to the police or other judicial body if Flow believes in its sole and absolute discretion that Your conduct (whether in using the Application, our Services or otherwise) is unlawful or threatens the welfare of any user of the Application or the Services or any member of Flow's staff.

g) the right to alter current or add new images, prices, and items in the menus and the specials sections of the menus.

9. PRIVACY AND INFORMATION ABOUT YOU AND YOUR USAGE OF FLOW

Use of your personal information submitted to Us (whether via any Application or the Website) is governed by our Privacy and Cookies Policy.

10. INTELLECTUAL PROPERTY, FUNCTIONALITY AND DOWNLOADING

10.1 All intellectual property rights in the Applications and in any content of any Application (including text, graphics, software, photographs and other images, videos, sound, trade marks and logos) are owned by Us or our licensors. Except as expressly set out here, nothing in these terms gives a User any rights in respect of any intellectual property owned by Us or our licensors and the User acknowledges that he does not acquire any ownership rights by downloading any Application or any content from any Application.

10.2 You agree that downloading, accessing and use of any Application that is made available for download free of charge are on an 'as is' and 'as available' basis and at the User's risk.

10.3 We reserve the right to change the design, features and/or functionality of any Application by making the updated Application available for download. You are not obliged to download any updated Application, but we may cease to provide and/or update content to prior versions of Applications.

10.4 Where an Application makes content available including details of Goods available from Vendors, You acknowledge that such content may be updated at any time prior to a Contract being formed.

10.5 Whilst we try to make sure that content made available by any Application consisting of information of which we are the source is correct, you acknowledge that certain Applications may make content available which is derived from a number of sources including directly from the Vendors, for which we are not responsible. In all cases, information made available by any

Application is not intended to amount to authority or advice on which reliance should be placed. You should check with the relevant information source before acting on any such information.

10.6 Except as expressly set out in these Terms of Service, we make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of any Application and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded. To the fullest extent permitted by law, we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else relying on the content of any Application.

10.7 We cannot and do not guarantee that any Application or its content will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of any Application and its content.

11. ELECTRONIC COMMUNICATIONS

11.1 By downloading and/or using the Application, You consent to receiving electronic communications and notices from Flow. You agree that any notice, agreement, disclosure or other communications that We send to You electronically will satisfy any legal communication requirements, including that such communications be in writing.

12. USE OF INFORMATION SUBMITTED

12.1 You agree that Flow is free to use any comments, information or ideas contained in any communication You may send to Flow without compensation, acknowledgement or payment to You for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving the Services or the Application or other products or services. For the avoidance of doubt, all such information will be deemed by Flow to be non-confidential and non-proprietary, and You agree that such information may be used by Us without any limitation whatsoever.

13. LIABILITY LIMIT

13.1 Nothing in these terms shall limit or exclude our liability to you:

- a) for death or personal injury caused by our negligence;
- b) for fraudulent misrepresentation; or
- c) for any other liability that may not, under Maltese law, be limited or excluded.

13.2 Subject to this, if You are a consumer and not a business user, in no event shall We be liable to You for any business losses, and if You are a business user, in no event shall we be liable to You for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses, and any liability We do have for losses You suffer is strictly limited to losses that were reasonably foreseeable and shall not, in aggregate, exceed the following:

- a) the total fees paid by You for the relevant paid-for Application(s) (plus any in-app purchases) in respect of which the liability arises; or

b) if the relevant Application(s) was/were made available free of charge, the sum of £100.

13.3 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control.

13.4 You acknowledge and agree that Flow is not liable to You in respect of the quality of the Goods supplied to You by a Vendor. These are provided by, and are the sole responsibility of, the Vendor.

14. THIRD PARTY LINKS

14.1 From time to time the Applications may provide You with access to services, promotions and applications offered by third parties via links to external sites. We include these to provide You with access to information, products or services that you may find useful or interesting. In using or accessing such third party services, promotions and applications, You agree to be bound by the terms of service of such third parties governing their services, promotions and applications and hereby acknowledge that Flow shall not be responsible for the provision of services, accuracy of promotions or content of applications belonging or operated by third parties and do not guarantee that they will be continuously available. We are not responsible for the content of these sites or for anything provided by the third parties, and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any endorsement of or association with their operators or promoters.

15. INDEMNITY

15.1 You agree to indemnify and hold Flow and its related companies, and each of their respective shareholders, directors, officers, employees, agents and merchant partners harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, out of Your use of the Services and/or the Application or Your violation of any law or the rights of any third party.

16. TERMINATION

16.1 Flow may change or discontinue the Services and/or the Application at any time without prior notice. We reserve the right to terminate these Terms of Service for any reason, without notice, and these Terms of Service shall automatically terminate in the event that You violate any of these Terms of Service (with prejudice to our accumulated rights against You). In the event of any termination, You will immediately cease use of the Services and the Application.

17. GENERAL

17.1 These Terms of Service are agreed between You and Us. No person shall have any rights under or connection with these Terms of Service under the Contracts (Rights of Third Parties) Act 1999.

17.2 If any court or competent authority decides that any term of these Terms of Service is held to be invalid, unlawful or unenforceable to any extent, such term shall, to that extent only, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.

17.3 Our failure to enforce any provision of these Terms of Service shall not constitute a waiver of that or any other provision and will not relieve You from the obligation to comply with such provision.

17.4 You are not permitted to assign, transfer, charge, sub-contract or deal in any other manner with all or any of Your rights under these Terms of Service without our prior express written consent.

17.5 These Terms of Service set forth the entire understanding and agreement between You and Flow with respect to the subject matter hereof.

17.6 These Terms of Service and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Malta.

17.7 These Terms of Service and any document expressly referred to in them represent the entire agreement between You and Us in relation to their subject matter. We are required by law to advise you that any contract formed on these terms may be concluded in the English language only and that no public filing requirements apply.

17.8 These Terms of Service shall be governed by Maltese law, and you agree that any dispute between You and Us regarding them or any application will only be dealt with by the courts of Malta. Nothing shall prevent us from bringing proceedings to protect our intellectual property rights before competent court in any jurisdiction.

18. CONTACT US

18.1 Please submit any questions you have about these terms or any problems concerning any Application by email to support@drinksflow.com or write to us at: The Penthouse Carolina Court Giuseppe Cali Str. Ta'Xbiex Malta XBX

Additional terms from third party service providers

Apple

If any Application that you download, access and/or use runs on Apple's iOS operating system:

that Application may only be accessed and used on a device owned or controlled by you and using Apple's iOS operating system, and only in accordance with Apple's usage rules published in its App Store terms of service;

you acknowledge and agree that:

Apple has no obligation at all to provide any support or maintenance services in relation to that Application. If you have any maintenance or support questions in relation to that Application, please contact us, not Apple, using the Contacting us details in these terms;

except as otherwise expressly set out in these terms, any claims relating to the possession or use of that Application are between you and us (and not between you, or anyone else, and Apple);

in the event of any claim by a third party that your possession or use (in accordance with these terms) of that Application infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim; and

although these terms are entered into between you and us (and not Apple), Apple, as a third party beneficiary under these terms, will have the right to enforce these terms against you; you represent and warrant that: + you are not, and will not be, located in any country that is the subject of a United States Government embargo or that has been designated by the United States Government as a “terrorist supporting” country; and you are not listed on any United States Government list of prohibited or restricted parties; and if that Application does not conform to any warranty applying to it, you may notify Apple, which will then refund the purchase price of that Application (if any) to you. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to that Application and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to that Application or as a result of you or anyone else using that Application or relying on any of its content.

Blackberry

If you download any Application from the BlackBerry App World, you acknowledge and agree that:

any claims relating to that Application are between you and us, and not between you, or anyone else, and not between you, or anyone else, and Research in Motion, any of its affiliated entities, telecommunications carriers or merchants of record (collectively, RIM Parties) and that no RIM Party shall have any liability to you whatsoever; and although this Agreement is entered into between you and Flow (and not any RIM Party), each RIM Party, as third party beneficiaries under this Agreement, will have the right to enforce the foregoing exclusion of liability.

Windows

If any Application that you download, access and/or use runs on a mobile phone using Microsoft’s Windows Mobile or Windows Phone operating systems, you acknowledge and agree that:

Microsoft and your phone handset manufacturer have no obligation to provide any support services in relation to that Application; Microsoft, its wireless carriers over whose network that Application is provided and each of its and their respective affiliates and suppliers (collectively, Covered Parties) give no express warranties, guarantees or conditions under or in relation to that Application and, to the extent permitted under your local laws, they exclude any implied warranties or conditions, including those of merchantability, fitness for a particular purpose and non-infringement; and you will not seek to recover any damages, including consequential, lost profits, special, indirect or incidental damages from any Covered Party. This limitation applies to: anything related to that Application, services made available through that Application, or content (including code) on third party internet sites; and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if:

repair, replacement or a refund for the Application does not fully compensate you for any losses; or

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