

## **IndieFlow Platform and Website - Terms of Use**

*Last Revised: March 31, 2020*

IndieFlow, Inc. (“**IndieFlow**”, “**we**”, “**us**”, “**our**”, “**Company**”) welcomes you (the “**User(s)**”, or “**you**”) to our platform, provided on a Software-as-a-Service (SaaS) basis (the “**Platform**”), and available via our website at [www.indieflow.me](http://www.indieflow.me) (the “**Site**”). You may use the Site and/or Platform in accordance with the terms and conditions hereunder. The terms of the Services (as defined below) are covered by the IndieFlow Creator Agreement and its relevant exhibits, available at [Indieflow.me/creator-agreement](http://Indieflow.me/creator-agreement).

### **1. Acceptance of the Terms**

By entering to, connecting to, accessing or using the Platform and/or Site you acknowledge that you have read and understood the following terms of use, including the terms of our **Privacy Policy** available at <http://indieflow.me/privacy-policy> (collectively, the “**Terms**”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Platform and Site. You acknowledge that these terms constitute a binding and enforceable legal contract between IndieFlow and you.

**IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS, DOWNLOAD OR USE ANY PART OF THE PLATFORM.**

The Site and/or Platform are available only to individuals who (a) are at least thirteen (13) years old; and (b) possess the legal capacity to enter into these Terms and to form a binding agreement under any applicable law, or have received the required consent from their legal guardian to enter into these Terms. Therefore, you hereby represent that you possess the legal authority to enter into these Terms and to form a binding agreement under any applicable law, to use the Site and/or Platform in accordance with these Terms, and to fully perform your obligations hereunder. If you are between the ages of 13 and 18, you represent that your legal guardian has reviewed and agreed to these Terms. Please note that we reserve the right to request proof of age at any stage so that we can verify that minors under the age of thirteen (13) are not using the Platform. In the event that it comes to our knowledge that a person under the age of thirteen (13) is using the Platform, we will prohibit and block such User from accessing the Platform.

### **2. The Site and Platform**

The Platform will interface with your applicable third party streaming account(s) (e.g. a Spotify.com account) via such third party service provider’s API (“**Streaming Account**”), through open standard for authorization (OAuth), for the purpose of enabling you to retrieve certain information from your Streaming Account (“**User Data**”) and apply marketing strategies to your streaming sales. The Site provides you with comprehensive information regarding IndieFlow and enables you to log-in to the Platform.

The Site and/or Platform also provide resources such as Q&A, and may include any other content related thereto such as contact information, videos, text, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, the “look and feel” of the Site and/or Platform, algorithms, source and object code, interface, GUI, interactive features related graphics, illustrations, drawings, animations, and other features obtained from or through the Site and/or Platform (collectively, the “**Content**”).

In addition, we may offer Users who provide their e-mail address with updates via e-mail regarding any IndieFlow developments, new features of the Platform, news, etc.

(Collectively: the “**Service**”(s))

***ALL RIGHTS IN AND TO THE CONTENT AVAILABLE ON THE SITE AND/OR PLATFORM ARE RESERVED TO INDIEFLOW. TO THE EXTENT LEGALLY PERMISSIBLE, THE SITE AND/OR PLATFORM AND THE CONTENT AVAILABLE THEREIN ARE PROVIDED ON AN “AS IS” BASIS.***

***PLEASE TAKE INTO ACCOUNT THAT WE CANNOT GUARANTEE THAT USER DATA EXTRACTED FROM THE STREAMING ACCOUNT(S) ARE ERROR FREE OR ENTIRELY ACCURATE. WE HAVE NO RESPONSIBILITY AND/OR LIABILITY IN CONNECTION WITH THE***

***INCOMPLETENESS AND/OR ACCURACY AND/OR CONTENT OF THE USER DATA OR THE RESULT OF USERS' RELIANCE ON THE USER DATA AND/OR THE PLATFORM.***

***INDIEFLOW WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS, INCURRED BY YOU OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH YOUR USE OF THE SITE AND/OR PLATFORM AND/OR SERVICES AND/OR THE CONTENT AVAILABLE THEREIN. YOUR USE OF THE SITE AND/OR PLATFORM AND/OR THE CONTENT IS ENTIRELY AT YOUR OWN RISK.***

**Note:** You hereby acknowledge and agree that you may be charged for Internet, maintenance of network connection and data usage charges made through use of the Site and/or Platform, according to the applicable rates charged by your respective third party Internet and data usage service provider as may be from time to time.

### **3. Use Restrictions**

There are certain conducts which are strictly prohibited when using the Site and/or Platform. Please read the following restrictions carefully. Your failure to comply with any of the provisions set forth herein may result in the termination of your access to the Platform, and may also expose you to civil and/or criminal liability.

**You may not (and you may not permit any third party to) unless otherwise explicitly permitted under these Terms:** (a) use the Site and/or Platform and/or the Content for any illegal, immoral, unlawful and/or unauthorized purposes; (b) use the Site and/or Platform and/or Content for non-personal or commercial purposes without IndieFlow's express prior written consent; (c) remove or disassociate, from the Content and/or the Site and/or Platform any restrictions and signs indicating proprietary rights of IndieFlow or its licensors, including but not limited to any proprietary notices contained in such materials (such as ©,™, or ®), and you represent and warrant that you will abide by all applicable laws in this respect; (d) interfere with or violate Users' rights to privacy and other rights, or harvest or collect personally identifiable information about Users without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Site and retrieve, index and/or data-mine information; (e) interfere with or disrupt the operation of the Site or the servers or networks that host the Site, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks; (f) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that the Company endorses you, your site, your business or any statement you make, or present false or inaccurate information about the Service; (g) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as determined by us; (h) bypass any measures we may use to prevent or restrict access to the Site and/or Platform; (i) copy, modify, alter, adapt, replicate, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content made available by IndieFlow on or through the Site and/or Platform, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content; (j) copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to IndieFlow's proprietary rights, including IndieFlow's Intellectual Property (as such term is defined below), in any way or by any means, unless expressly permitted in the Terms and/or under any applicable laws which expressly permits such actions; (k) make any use of the Content on any other site or networked computer environment for any purpose without IndieFlow's prior written consent; (l) create a browser or border environment around IndieFlow Content and/or Site and/or Platform (no frames or inline linking is allowed); (m) sell, license, or exploit for any commercial purposes any use of or access to the Site and/or Platform and/or Content; (n) frame or mirror any part of the Site and/or Platform without IndieFlow's prior express written authorization; (o) create a database by systematically downloading and storing all or any of the Content from the Site and/or Platform; (p) transmit or otherwise make available in connection with the Site any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (q) use the Service for any purpose for which the Site and/or Platform and/or the Service is not intended and/or (r) infringe and/or violate any of the Terms.

#### **4. Registration and User Account**

You must register and create an account (“**Account**”) in order to use the Services. Registration can be done by completing the registration process within the Platform which requires you to share with us certain Personal Information (as such terms is defined in the Privacy Policy), including your name and email address.

For the operation of the Platform, you will be required to link your Account with your applicable Streaming Account(s). Directions for applying such link are provided via the Platform. Please note that IndieFlow will not keep your Streaming Account credentials. For more details, please refer to our Privacy Policy.

In order to protect the security of your Personal Information available on your Account to the greatest extent possible, you must safeguard and not disclose your Account log-in details and you must supervise the use of such Account.

You may not have more than one (1) active Account, which may be used by one (1) individual only. Your Account is password protected. In order to protect the security of your Personal Information available on your Account, you must safeguard and not disclose your Account log-in details and you must supervise the use of such Account. You must provide accurate and complete information when creating an Account and you agree to not misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.

You are solely and fully responsible for maintaining the confidentiality of the password and Account and for all activities that occur under your Account. If we in good faith believe you have created an Account impersonating another person, such Account may expose you to civil and/or criminal liability.

You may not assign or transfer your rights or delegate your duties under the Account without the prior written consent of the Company. You must notify us immediately of any unauthorized use of your Account or any other breach of security and in such events, you must change your password immediately by using the ‘profile’ settings within the Platform. We cannot and will not be liable for any loss or damage arising from any failure of yours to comply with these Terms, i.e., if someone else accesses your Account through the registration information he/she has obtained from you or through a violation by you of these Terms, or for any unauthorized use of your Account or any other breach of security.

If you wish to change your log-in details please send an email to [team@indieflow.me](mailto:team@indieflow.me). If you wish to cancel and remove your Account, please refer to [team@indieflow.me](mailto:team@indieflow.me). Your Account on the Platform will terminate within reasonable time following your request, and from that date of termination you will no longer be able to access your Account.

CANCELLING OR TERMINATING YOUR ACCOUNT MAY CAUSE THE LOSS OF CERTAIN INFORMATION YOU PROVIDED US AND/OR THE CAPACITY OF YOUR ACCOUNT. WE DO NOT ACCEPT ANY LIABILITY FOR SUCH LOSS.

#### **5. Consideration**

Access to the Platform is subject to a subscription to a monthly payment plan, in accordance with the payment model which will be specified in our pricing page at the Site (“**Subscription**”), unless otherwise agreed between you and the Company in writing.

The Subscription is billed in advance every year, starting at the time of registration to the Service. To the extent applicable, if you do not provide your credit card or other payment information to IndieFlow before the expiration of any free trial period, your account will be suspended until payment information and charge authorization are provided. You will be promptly billed and, if applicable, any trial period will terminate. Thereafter, your Subscription will renew automatically based on your plan’s renewal cycle. You will receive a receipt upon each payment received.

If you fail to pay your subscription fee on time, or if your credit card payment information is entered in error or does not go through for processing and you do not update payment information upon our request, your entire Subscription may be suspended or cancelled.

Unless otherwise stated, our charges do not include any taxes, levies, duties or similar governmental assessments, including VAT, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively “**Taxes**”). You are responsible for paying Taxes except those assessable against IndieFlow based on its income. We will invoice you for such Taxes if we believe we have a legal obligation to do so.

IndieFlow reserves the right to modify the fees and prices for its Services at any time and at its sole discretion. Such pricing changes will NOT affect your already paid-up Subscription period. Existing Accounts shall receive an email notification of price changes at least 30 days before such change takes place. The price change must be accepted by you via a reply email before the price change is scheduled to be applied. If no written notification of acceptance is received, your account shall be suspended for 30 days (all services will be stopped). At the end of such 30 days, your account shall be canceled.

Payments of your subscription will be processed via certain online payment service providers, such as Paypal (“**Online Payment Processors**”). We may add or change the Online Payment Processors in our sole discretion. The Online Payment Processors enable you to send payments securely online using a credit card, debit card or bank account. We do not control and are not affiliated with such Online Payment Processors. These Online Payment Processors are independent contractor and have no employment or agency relationship with IndieFlow. IndieFlow is not responsible in any way for the actions or performance (or lack thereof) of the Online Payment Processors. The use of the Online Payment Processors is at your own risk. It is your responsibility to abide by all the terms specified by the Online Payment Processors in their terms of use and privacy policies. You acknowledge that you are fully assuming the risks of conducting any transactions via the Online Payment Processors.

## **6. User Data**

As between you and us, all of the User Data that you provide us with is your sole and exclusive property and you are solely responsible for it. These Terms do not give us any right to the User Data except for the limited right which enables us to offer you the Services. We may also aggregate User Data with other User’s content in such a way that it will not identify you and we may use that aggregated User Data to develop and improve our Services. Except as otherwise provided in these Terms, we will not use the User Data. IndieFlow will not bear any liability for any loss, damage, cost or expense that you may suffer or incur as a result of or in connection with uploading any User Data.

You represent and warrant that you are the rightful owner of any Streaming Account that you link to the Platform and User Data that is derived by such link, or that you have (and will continue to have) all the necessary licenses, rights, consents, and permissions from the rightful owners of such Streaming Account and User Data, and that such User Data does not infringe any third party’s intellectual property rights or other rights (including without limitation, any privacy rights, publicity rights, copyrights, or any other intellectual property rights). If the User Data includes personal information of third parties, you are fully responsible for obtaining the consent of such effected individuals as required under any applicable laws.

IndieFlow may create limits on the use of the Platform including limitation on size and storage space available for Users to store User Data.

## **7. Privacy Policy**

We respect your privacy and are committed to protect the information you share with us. We believe that you have a right to know our practices regarding the information we collect when you connect to, access or use the Platform. Our policy and practices and the type of information collected are described in detail in our Privacy Policy at [http://indieflow.me/privacy\\_policy](http://indieflow.me/privacy_policy) which is incorporated herein by reference. You agree that we may use personal information that you provide or make available to us in accordance with the Privacy Policy. If you intend to connect to, access or use the Platform you must first read and agree to the Privacy Policy.

## **8. Trademarks and Trade names**

“**IndieFlow**” and all logos and other proprietary identifiers used by IndieFlow in connection with the Platform (“**IndieFlow Trademarks**”) are all trademarks and/or trade names of IndieFlow, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Platform belong to their

respective owners (“**Third Party Marks**”). No right, license, or interest to IndieFlow Trademarks and/or to the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to IndieFlow Trademarks or the Third Party Marks and therefore you will avoid using any of those marks, unless expressly permitted herein.

## **9. IndieFlow Intellectual Property Rights**

Other than as explicitly stipulated herein, the Platform, the Site, the Content and the Company’s proprietary assets and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials, domain names and trade secrets, whether or not registered or capable of being registered (collectively, “**Intellectual Property**”), are owned by and/or licensed to the Company and are protected by applicable patent, copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by the Company and its licensors.

The Terms do not convey to you an interest in or to the Company Intellectual Property but only a limited revocable right of use in accordance with the Terms. Nothing in the Terms constitutes a waiver of the Company’s Intellectual Property under any law.

To the extent you provide any feedbacks, comments or suggestions to IndieFlow (“**Feedback**”), IndieFlow shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any IndieFlow current or future products, technologies or services and use same for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed to be non-confidential.

Further, you warrant that your Feedback is not subject to any license terms that would purport to require IndieFlow to comply with any additional obligations with respect to any IndieFlow current or future products, technologies or services that incorporate any Feedback.

This section does not govern your intellectual property rights. Any rights relating to materials that you upload to the Site or Platform are covered by the IndieFlow Creator Agreement, available at [indieflow.me/creator-agreement](http://indieflow.me/creator-agreement).

## **10. Linking to our Site and Links to Third Party Sites**

We welcome links to any page on our Site. You are free to establish a hypertext link to the Site so long as the link does not state or imply any connection or approval of your website, products and/or services by IndieFlow, and does not portray IndieFlow in a false or otherwise offensive manner. You may not link to our Site from a site that you do not own or have permission to use. In the event that you link to IndieFlow’s Site you represent that your site does not contain content that is unlawful, offensive or infringing third party rights. However, we do not permit framing or inline linking.

Certain links provided herein permit our Users to leave the Site and/or Platform and enter non-IndieFlow sites or services. Those linked sites and services are provided solely as a convenience to you. These linked sites and services are not under the control of IndieFlow and it is not responsible for the availability of such external sites or services, and does not endorse and is not responsible or liable for any content including but not limited to content advertising, products or other information on or available from such linked sites and services or any link contained in linked sites or service. In addition, IndieFlow is not responsible or liable for such linked sites and services’ privacy practices and/or any other practices. Your access to, use of and reliance upon any such sites, services and content and your dealings with such third parties are at your sole risk and expense. IndieFlow reserves the right to terminate any link at any time. You further acknowledge and agree that IndieFlow shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused, by or in connection with use of or reliance on any services, content, products or other materials available on or through such linked sites or resource. Most of such linked sites and services provide legal documents, including terms of use and privacy policy, governing the use thereof. It is always advisable and we encourage you to read such documents carefully before using those sites and services, *inter alia*, in order to know what kind of information about you is being collected.

## **11. Availability**

The Site and Platform's availability and functionality depend on various factors, such as communication networks. IndieFlow does not warrant or guarantee that the Platform will operate and/or be available at all times without disruption or interruption, or that it will be error-free.

## **12. Changes to The Platform and Site**

IndieFlow reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, the Platform and/or Site (or any part thereof) without notice, at any time. In addition, you hereby acknowledge that the Content provided under this Platform and/or Site may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that IndieFlow shall not be liable to you or to any third party for any modification, suspension, or discontinuance of this Platform, or the Content included in therein. You hereby agree that the Company is not responsible for any errors or malfunctions that may occur in connection with the performance of such changes.

## **13. Disclaimer and Warranties**

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE PLATFORM AND THE CONTENT ARE PROVIDED ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, AND INDIEFLOW, INCLUDING ITS VENDORS, OFFICERS, STOCKHOLDERS, SUB-CONTRACTORS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS (COLLECTIVELY, "**INDIEFLOW'S REPRESENTATIVES**"), DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THIS AGREEMENT CANNOT CHANGE.

WE DO NOT WARRANT (I) THAT THE USE AND OPERATION OF THE SERVICES AND/OR PLATFORM AND/OR SITE OR CONTENT IS OR WILL BE SECURE, TIMELY, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERRORS, OR FREE OF VIRUSES, DEFECTS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS, (II) THAT WE WILL CORRECT ANY ERRORS OR DEFECTS IN THE PLATFORM, (III) AND/OR MAKE ANY REPRESENTATION REGARDING THE USE, INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE PLATFORM AND/OR CONTENT. INDIEFLOW AND INDIEFLOW'S REPRESENTATIVES DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE USE OF THE SERVICES AND/OR THE PLATFORM, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY, RELIABILITY OR THE QUALITY OF THE PLATFORM, AND ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY ERROR, FAULT OR MISTAKE RELATED TO CONTENT AND/OR INFORMATION DISPLAYED WITHIN THEM.

WE ARE NOT RESPONSIBLE AND HAVE NO LIABILITY FOR ANY ITEM OR SERVICE PROVIDED BY ANY PERSON OR ENTITY OTHER THAN INDIEFLOW.

WE USE INDUSTRY STANDARD ADMINISTRATIVE, PHYSICAL AND TECHNICAL SAFEGUARDS TO PROTECT THE CONFIDENTIALITY, INTEGRITY, AND SECURITY OF YOUR STREAMING ACCOUNT AND USER DATA. NONETHELESS, NO SECURITY MEASURES ARE 100% EFFECTIVE, AND WE CANNOT GUARANTEE ABSOLUTE SECURITY AND THAT THE STREAMING ACCOUNT AND/OR USER DATA, WILL NOT BE DAMAGED AND/OR WILL NOT BE LOST. INDIEFLOW SHALL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED ACCESS, HACKING, OR OTHER SECURITY INTRUSIONS OR FAILURE TO STORE OR THE THEFT, DELETION, CORRUPTION, DESTRUCTION, DAMAGE, OR LOSS OF ANY DATA OR INFORMATION INCLUDED IN THE STREAMING ACCOUNT AND/OR USER DATA.

WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHERS THAT MAY RESULT FROM TECHNICAL PROBLEMS (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE

INTERNET SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, DELAYS OR INTERRUPTIONS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

**YOU AGREE THAT THE USE OF THE PLATFORM AND THE CONTENT IS ENTIRELY AT YOUR OWN RISK.** IT IS CLARIFIED THAT THE EXTRACTION OF DATA FROM YOUR STREAMING ACCOUNT AND/OR THE PLATFORM'S OPERATION MIGHT NOT BE ERROR FREE OR ENTIRELY ACCURATE AND THAT INDIEFLOW SHALL NOT BE LIABLE TO ANY DAMAGE OR LOSS WHICH IS THE RESULT OF USERS' RELIANCE ON THE PLATFORM AND/OR CONTENT AND/OR USER DATA, INCLUDING ANY ACTION TAKEN BY USERS, OVERPRICING/UNDERPRICING OF GOODS AND SERVICES IN THE APPLICABLE E-COMMERCE PLATFORM AND ANY TRANSACTION ENTERED INTO BETWEEN THE USER AND ANY THIRD PARTY.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

#### **14. Limitation of Liability**

TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL INDIEFLOW, INCLUDING INDIEFLOW'S REPRESENTATIVES BE LIABLE FOR ANY INDIRECT (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, PROFITS OR DATA AND BUSINESS INTERRUPTION), SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY) ARISING HEREUNDER, RESULTING FROM OR ARISING OUT OF THE PLATFORM AND/OR THE CONTENT, YOUR USE OR INABILITY TO USE THE PLATFORM AND/OR THE CONTENT AND/OR THE FAILURE OF THE PLATFORM TO PERFORM AS REPRESENTED OR EXPECTED, OR FROM THE PERFORMANCE OR FAILURE OF INDIEFLOW TO PERFORM UNDER THESE TERMS, ANY OTHER ACT OR OMISSION OF INDIEFLOW OR INDIEFLOW'S REPRESENTATIVES BY ANY OTHER CAUSE WHATSOEVER; REGARDLESS OF WHETHER INDIEFLOW OR INDIEFLOW'S REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY CASE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, INDIEFLOW'S AND INDIEFLOW'S REPRESENTATIVES' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE PLATFORM, THE CONTENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU, IF ANY, TO INDIEFLOW FOR USE OF THE PLATFORM.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

#### **15. Indemnification**

You agree to defend, indemnify and hold harmless IndieFlow, including IndieFlow Representatives from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use or misuse of the Site and/or Platform and/or Content; (ii) your violation of these Terms; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy rights in connection with your use of the Site and/or Platform; and/or (iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party in connection with the Platform and/or Site. It is hereby clarified that this defense and indemnification obligation will survive these Terms.

Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control, on your expense, of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense.

You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval.

#### **16. Amendments to the Terms**

IndieFlow may, at its sole discretion, change the Terms from time to time, including any other policies incorporated thereto, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Platform and/or will send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change. Such material changes will take effect seven (7) days after such notice was provided on our Site or sent via e-mail, whichever is the earlier. Otherwise, all other changes to these Terms are effective as of the stated “Last Revised” date and your continued use of the Platform on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.

#### **17. Termination of your Account and Termination of Platform and/or Site’s Operation**

At any time, IndieFlow may without notice discontinue your use of the Platform, at its sole discretion, in addition to any other remedies that may be available to IndieFlow under any applicable law.

Additionally, IndieFlow may at any time, at its sole discretion, cease the operation of the Platform or any part thereof, temporarily or permanently, delete any information or Content from the Platform or correct, modify, amend, enhance, improve and make any other changes thereto or discontinue displaying or providing any information, Content or features therein without giving any prior notice. You agree and acknowledge that IndieFlow does not assume any responsibility with respect to, or in connection with the termination of the Platform’s operation and loss of any data. The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the forgoing, the Intellectual Property, Disclaimer and Warranties, Limitation of Liability, Indemnification and General sections will survive the termination of the Terms.

#### **18. Third Party Components in the Platform**

The Platform may use or include third party software, files and components that are subject to open source and third party license terms (“**Third Party Components**”). Your right to use such Third Party Components as part of, or in connection with, the Platform is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. These Terms do not apply to any Third Party Components accompanying or contained in the Platform and IndieFlow disclaims all liability related thereto. You acknowledge that IndieFlow is not the author, owner or licensor of any Third Party Components, and that IndieFlow makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third Party Components. Under no circumstances shall the Platform or any portion thereof (except for the Third Party Components contained therein) be deemed to be “open source” or “publicly available” software.

#### **19. General**

(a) These Terms constitute the entire terms and conditions between you and the Company relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and the Company, (b) any claim relating to the Platform or the use thereof will be governed by and interpreted in accordance with the laws of the State of Delaware without reference to its conflict-of-laws principles and the United Nations Convention Relating to a Uniform Law on the International Sale of Goods may not be applied, (c) any dispute arising out of or related to the Platform will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the State of Delaware. You agree to waive all defenses of lack of personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule. Notwithstanding the foregoing, IndieFlow may seek injunctive relief in any court of competent jurisdiction, (d) these Terms do not, and shall not be construed to



create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto, (e) no waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof, (f) YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE PLATFORM AND/OR THESE TERMS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED, (g) if any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein, (h) you may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent and any attempt to do so in violation of the foregoing shall be void. We may assign or transfer these Terms without restriction or notification, (i) no amendment hereof will be binding unless in writing and signed by IndieFlow, and (j) the parties agree that all correspondence relating to these Terms shall be written in the English language.

**20. For information, questions or notification of errors, please contact:**

If you have any questions (or comments) concerning the Terms, you are most welcome to send us an e-mail to [team@indieflow.me](mailto:team@indieflow.me).