

Terms of Service for Providers

PLEASE READ THESE TERMS OF SERVICE (“Terms”) CAREFULLY BEFORE USING THE SERVICES AND SOFTWARE DESCRIBED HEREIN. BY SELECTING “I AGREE”, USING OUR SERVICES OR DOWNLOADING OR USING THE FLUIDSTACK NODE SOFTWARE, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ THESE TERMS AND YOU ARE AGREEING TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE OUR SERVICES OR DOWNLOAD OR USE THE FLUIDSTACK NODE SOFTWARE.

GENERAL

FluidStack operates as an intermediate service for providing hardware from Hardware providers to Cloud services buyers. FluidStack does not directly provide its own hardware, but only provides a Cloud services marketplace. FluidStack Node is a software product developed by FluidStack which enables Hardware providers to sell their Hardware power to Flare. These Terms and any terms expressly incorporated herein apply to your access and use of the FluidStack Websites, FluidStack API and mobile applications provided by FluidStack as well as your use of FluidStack Services and FluidStack Software.

DEFINITIONS

Capitalized terms will have the following meanings:

FluidStack refers to Flare Social LTD, a limited liability company organized and existing under the laws of the United Kingdom, with registered address at 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ, with registration number: **10985545**, which is the FluidStack Service provider, provider of Cloud services marketplace and developer of the FluidStack Node Software, hereinafter referred to as “**FluidStack**”, as well as “**we**” or “**us**”.

Cloud services marketplace refers to infrastructure provided by FluidStack which enables Hardware providers to point their devices towards FluidStack servers where Hardware provided by different Hardware providers is gathered and sold as Cloud services to the Cloudservices buyers.

Cloud services refers to any type of service that FluidStack provides using Hardware provided by our Hardware providers. These services include, but may not be limited to, content delivery networks, cloud computing, and machine learning. Requirements for such services may include but not be limited to storage, bandwidth, CPUs, and GPUs on the provided Hardware.

Hardware refers to any computer that runs the FluidStack Node.

Cloud services buyers refers to a legal entity or individual who buys the gathered and generic Hardware on the Cloud services marketplace from undefined Hardware providers.

Hardware providers refers to a legal entity or individual who sells their Hardware on the Cloud services marketplace to undefined Cloud services buyers.

FluidStack Website refers to a website located on the web address fluidstack.io.

FluidStack API refers to any of FluidStack’s Application Protocol Interfaces.

FluidStack Account refers to an online account available on the FluidStack Website and created by completing the registration procedure on the FluidStack Website.

Account holder refers to a legal entity or individual who completes the registration procedure and successfully creates the FluidStack Account.

FluidStack Services refers to all services provided by FluidStack, namely but not limited to provision of the Cloud services marketplace, FluidStack API, FluidStack Node, FluidStack Website, FluidStack Account and all other software products, applications and services associated with these products.

FluidStack Node refers to a comprehensive software with a graphical user interface and command line interface, developed by FluidStack which enables Hardware providers to point their devices towards FluidStack servers where it is sold to the Cloud services buyers.

FluidStack Node refers to also any and all of its source code, compilations, updates, upgrades, modifications, error corrections, patches and bug fixes and similar.

Force Majeure Event refers to any governmental or relevant regulatory regulations, acts of God, war, riot, civil commotion, fire, flood, or any disaster or an industrial dispute of workers unrelated to you or FluidStack. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents, employees, consultants, contractors and sub-contractors.

SALE AND PURCHASE OF HARDWARE

Hardware providers agree to sell and FluidStack agrees to process Cloud services buyers' payments for the provided Hardware on the Cloud services marketplace, on the Terms set forth herein.

Cloud services buyers agree to purchase and FluidStack agrees to process the order and provide the Cloud services from the Cloud services marketplace, on the Terms set forth herein.

WARRANTIES

FluidStack Services are provided on "AS IS" and "AS AVAILABLE" basis and with all faults and defects. To the maximum extent permitted by applicable law, FluidStack makes no representations and warranties and you waive all warranties of any kind. Particularly, without limiting the generality of the foregoing, the FluidStack makes no representations and warranties, whether express, implied, statutory or otherwise regarding FluidStack Services or other services related to FluidStack Services and provided by third parties, including any warranty that such services will be uninterrupted, harmless, secure or not corrupt or damaged, meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, meet any performance or error free or that any errors or defects can or will be corrected. Additionally FluidStack makes no representations and warranties, whether express, implied, statutory or otherwise of merchantability, suitability, reliability, availability, timeliness, accuracy, satisfactory quality, fitness for a particular purpose or quality, title and non-infringement with respect to any of the FluidStack Services or other services related to FluidStack Services and provided by third parties, or quiet enjoyment and any

warranties arising out of any course of dealing, course of performance, trade practice or usage of FluidStack Services including information, content and material contained therein. Especially FluidStack makes no representations and warranties, whether express, implied, statutory or otherwise regarding any payment services and systems which are provided by a third party or any other financial services which might be related to the FluidStack Services. You acknowledge that you do not rely on and have not been induced to accept the FluidStack Services according to these Terms on the basis of any warranties, representations, covenants, undertakings or any other statement whatsoever, other than expressly set out in these Terms that neither the FluidStack nor any of its respective agents, officers, employees or advisers have given any such warranties, representations, covenants, undertakings or other statements.

LIABILITY

FluidStack and their respective officers, employees or agents will not be liable to you or anyone else, to the maximum extent permitted by applicable law, for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of FluidStack Services), even if FluidStack has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of FluidStack Services or other related websites or services.

FluidStack will not be responsible for any compensation, reimbursement, or damages arising in connection with: (i) your inability to use the FluidStack Services, including without limitation as a result of any termination or suspension of the FluidStack Website or these Terms, power outages, maintenance, defects, system failures, mistakes, omissions, errors, defects, viruses, delays in operation or transmission or any failure of performance, (ii) the cost of procurement of substitute goods or services, (iii) any your investments, expenditures, or commitments in connection with these Terms or your use of or access to the FluidStack Services, (iv) your reliance on any information obtained from FluidStack, (v) Force Majeure Event, communications failure, theft or other interruptions or (vi) any unauthorized access, alteration, deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with FluidStack Services.

Our aggregate liability (including our directors, members, employees and agents), whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of FluidStack Services, or inability to use FluidStack Services under these Terms or under any other document or agreement executed and delivered in connection herewith or contemplated hereby, shall in any event not exceed 100 EUR per user.

You will defend, indemnify, and hold FluidStack harmless and all respective employees, officers, directors, and representatives from and against any claims, demand, action, damages, loss, liabilities, costs and expenses (including reasonable attorney fees) arising out of or relating to (i) any third-party claim concerning these Terms, (ii) your use of, or conduct in connection with, FluidStack Services, (iii) any feedback you provide, (iv) your violation of these Terms, (v) or your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will

have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it. If we are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.

FluidStack Services and the information, products, and services included in or available through FluidStack Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. FluidStack may make improvements or changes on the FluidStack Website at any time. No information provided to you by FluidStack shall be considered or construed as advice.

FLUIDSTACK ACCOUNT

The registration of the FluidStack Account is made through the FluidStack Website, where you are required to enter your email address and password in the registration form. When you create a FluidStack Account, you agree to (i) create a sufficiently strong password that you change frequently and do not use for any other website, (ii) implement reasonable and appropriate measures designed to secure access to any device which has access to your email address associated with your FluidStack Account and your username and password for your FluidStack Account, (iii) maintain the security of your FluidStack Account by protecting your password and by restricting access to your FluidStack Account; (iv) promptly notify us if you discover or otherwise suspect any security breaches related to your FluidStack Account so we can take all required and possible measures to secure your FluidStack Account and (v) take responsibility for all activities that occur under your FluidStack Account and accept all risks of any authorized or unauthorized access to your FluidStack Account, to the maximum extent permitted by law. You have the right to use the FluidStack Account only in compliance with these Terms and other commercial terms and principles published on the FluidStack Website.

You have the right to close the FluidStack Account. In case you have funds on your FluidStack Account you should withdraw funds from your account prior to requesting FluidStack Account closure. After we receive your FluidStack Account closure request we will deactivate your FluidStack Account as soon as technically possible but at the latest in 7 days from the day after receiving your request to close the FluidStack Account. FluidStack will inform you when your FluidStack Account is closed.

All information pertaining to registration, including a registration form and detailed instructions on the use of the FluidStack Account are available on the FluidStack Website. The registration form as well as the entire system is properly protected from unwanted interference by third parties.

CLOUD SERVICES TRANSACTIONS

GENERAL

FluidStack may, at any time and in our sole discretion, (i) refuse any order submitted for Cloud services, (ii) cancel an order or part of the order before it is executed, (iii) impose limits on the

order amount permitted or on provided Hardware quantity or (iv) impose any other conditions or restrictions upon your use of the FluidStack Services without prior notice. For example, but not limited to, FluidStack may limit the number of open orders that you may establish or limit the type of supported Hardware or FluidStack may restrict submitting orders or providing Hardware from certain locations.

Please refer to the FluidStack Website, for more information about terminology, Cloud services transactions' definitions and descriptions, order types, order submission, order procedure, order rules and other restrictions and limitations of the Cloud services. FluidStack reserves the right to change any transaction, definitions, description, order types, procedure, rules, restrictions and limitations at any time for any reason.

Orders, provision of Cloud services, payments, deposits, withdrawals and other transactions are accepted only through the interface of the FluidStack Website, FluidStack API and FluidStack Account and are fixed by the software and hardware tools of the FluidStack Website. If you do not understand the meaning of any transaction option, FluidStack strongly encourages you not to utilize any of those options.

SELLING CLOUD SERVICES AND THE PROVISION OF HARDWARE

In order to submit its Hardware to the FluidStack servers the Hardware provider must first point its Hardware to the FluidStack servers. The Hardware provider is solely responsible for configuration of their Hardware devices.

The Hardware provider gets paid by FluidStack for all validated and accepted work that their Hardware has produced. The provided Hardware is validated by FluidStack's servers. Once the Hardware provision is validated the Hardware provider is entitled to receive payment. FluidStack logs all validated Hardware provision which was submitted by the Hardware provider. The Hardware provider receives the payments into their designated payment method once every month. FluidStack reserves the right to hold the payments any time and for any reason by indicating the reason, especially if the payments represent smaller values. FluidStack reserves the right to change this payment policy according to the provisions to change these Terms at any time for any reason.

All Hardware earnings and profitability calculations on FluidStack's Website are only for informational purposes. FluidStack does not warrant that your Hardware will achieve the same profitability or earnings as calculated on FluidStack Website. You hereby acknowledge that it is possible that your Hardware would not be as profitable as indicated in our informational calculations or would not be profitable at all.

RIGHTS AND OBLIGATIONS

In the event of disputes with you, FluidStack is obliged to prove that the FluidStack service which is the subject of the dispute was not influenced by technical or other failure. You will have possibility to check at any time, subject to technical availability, the transactions details, statistics and available balance of the funds held through access to the FluidStack Account. When accessing or using the FluidStack Services you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using FluidStack Services.

As a condition of your use of the FluidStack Services you warrant to FluidStack that you will not use the FluidStack Services for any purpose that is unlawful or prohibited by these Terms. You may not use the FluidStack Services in any manner that could damage, disable, overburden, or impair the provision of FluidStack Services or interfere with any other party's use and enjoyment of the FluidStack Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided to you or public through the FluidStack Services.

We may, in our sole discretion, at any time, for any or no reason and without liability to you, with prior notice and with notice period of 30 days (i) terminate all rights and obligations between you and FluidStack derived from these Terms, (ii) suspend your access to all or a portion of FluidStack Services and its related services or any portion thereof and delete or deactivate your FluidStack Account and all related information and files in such account (iii) modify, suspend or discontinue, temporarily or permanently, any portion of FluidStack Services or (iv) provide enhancements or improvements to the features and functionality of the FluidStack Services, which may include patches, bug fixes, updates, upgrades and other modifications. Any such change may modify or delete certain portion, features or functionalities of the FluidStack Services. You agree that FluidStack has no obligation to (i) provide any updates, or (ii) continue to provide or enable any particular portion, features or functionalities of the FluidStack Services to you. You further agree that all changes will be (i) deemed to constitute an integral part of the FluidStack Services, and (ii) subject to these Terms.

In the event of your breach of these Terms, including but not limited to, for instance, in the event that you breach any term of these Terms, due to legal grounds originating in anti-money laundering and know your client regulation and procedures, or any other relevant applicable regulation, all right and obligations between you and FluidStack derived from these Terms terminate automatically if you fail to comply with these Terms within the notice period of 8 days after you have been warned by FluidStack about the breach and given 8 days period to cure the breaches. FluidStack reserves the right to keep these rights and obligations in force despite your breach of these Terms.

In the event of termination, FluidStack will attempt to return you any funds stored on your FluidStack Account not otherwise owed to FluidStack, unless FluidStack believes you have committed fraud, negligence or other misconduct. You acknowledge that the FluidStack Services may be suspended for maintenance.

Technical information about the Cloud services transactions, including information about chosen server locations, algorithms used, selected Hardware, your business or activities, including all financial and technical information, specifications, technology together with all details of prices, current transaction performance and future business strategy represent confidential information and trade secrets. FluidStack shall, preserve the confidentiality of all before mentioned information and shall not disclose or cause or permit to be disclosed without your permission any of these information to any person save to the extent that such disclosure is strictly to enable you to perform or comply with any of your obligations under these Terms, or to the extent that there is an irresistible legal requirement on you or FluidStack to do so; or where the information has come into the public domain otherwise than through a breach of any of the terms of these Terms. FluidStack shall not be entitled to make use of any of these

confidential information and trade secrets other than during the continuance of and pursuant to these Terms and then only for the purpose of carrying out its obligations pursuant to these Terms.

COMMUNICATION AND SUPPORT

You agree and consent to receive electronically all communications, agreements, documents, receipts, notices and disclosures that FluidStack provides in connection with your FluidStack Account or use of the FluidStack Services. You agree that FluidStack may provide these communications to you by posting them via the FluidStack Account or by emailing them to you at the email address you provide. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy.

It is your responsibility to keep your email address updated in the FluidStack Account so that FluidStack can communicate with you electronically. You understand and agree that if FluidStack sends you an electronic communication but you do not receive it because your email address is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, it will be deemed that you have been provided with the communication. You can update your FluidStack Account preferences at any time by logging into your FluidStack Account. If your email address becomes invalid such that electronic communications sent to you by FluidStack are returned, FluidStack may deem your account to be inactive and close it, and you may not be able to use the FluidStack Services until FluidStack does not receive a valid, working email address from you.

You may give FluidStack a notice under these Terms by sending an email to support@fluidstack.co or contact FluidStack through support located on the FluidStack Website. All communication and notices pursuant to these Terms must be given in English language.

TAX

It is your responsibility to determine what, if any, taxes apply to the transactions you complete or services you provide via the FluidStack Services, it is your responsibility to report and remit the correct tax to the appropriate tax authority and all your factual and potential tax obligations are your concern. You agree that FluidStack is not in any case and under no conditions responsible for determining whether taxes apply to your transactions or services or for collecting, reporting, withholding or remitting any taxes arising from any transactions or services. You also agree that FluidStack is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues.

All fees and charges payable by you to FluidStack are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon our request, you will provide to us any information that we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any deduction or withholding is required by law, you will notify FluidStack and will pay FluidStack any additional amounts necessary to ensure that the net amount received by FluidStack, after any deduction and withholding, equals the amount FluidStack would have received if no deduction or withholding had been required. Additionally, you will provide FluidStack with documentation

showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

FLUIDSTACK NODE LICENSE

FluidStack Node Software whether on disk, in read only memory, or any other media or in any other form is licensed, not sold, to you by FluidStack for use only under these Terms. FluidStack retains ownership of the FluidStack Node Software itself and reserve all rights not expressly granted to you.

Subject to these Terms, you are granted a limited, non-transferable, non-exclusive and a revocable license to download, install and use the FluidStack Node Software. You may not distribute or make the FluidStack Node Software available to any third party. You may not rent, lease, lend, sell, redistribute, assign, sublicense host, outsource, disclose or otherwise commercially exploit the FluidStack Node Software or make it available to any third party.

There is no license fee for the FluidStack Node Software. FluidStack reserves the right to change the license fee policy according to the provisions to change these Terms any time and for any reason, including to decide to start charging the license fee for the FluidStack Node Software. You are responsible for any and all applicable taxes.

You may not, and you agree not to or enable others to, copy, decompile, reverse engineer, reverse compile, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the FluidStack Node Software or any services provided by the FluidStack Node Software, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of open-sourced components included with the FluidStack Node Software).

You agree to allow automatic updates, where your device will periodically check with FluidStack for updates and upgrades to the FluidStack Node Software and, if an update or upgrade is available, the update or upgrade will automatically download and install onto your device and, if applicable, your peripheral devices.

You agree that FluidStack may collect and use technical and related information, including but not limited to technical information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the FluidStack Node Software and to verify compliance with these Terms. FluidStack may use this information, as long as it is in a form that does not personally identify you or your customers, to improve our FluidStack Services.

FluidStack Node Software contains features that rely upon information about your selected Hardware. You agree to our transmission, collection, maintenance, processing, and use of information obtained from you about your Hardware.

FluidStack Node Software license is effective until terminated. All provisions of these Terms regarding the termination apply also for the FluidStack Node Software license. Upon the termination of FluidStack Node Software license, you shall cease all use of the FluidStack Node Software and destroy or delete all copies, full or partial, of the FluidStack Mining Software.

INTELLECTUAL PROPERTY

FluidStack retains all copyright and other intellectual property rights, including inventions, discoveries, knowhow, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon over all content and other materials contained on FluidStack Website or provided in connection with the FluidStack Services, including, without limitation, the FluidStack logo and all designs, text, graphics, pictures, information, data, software, source code, as well as the compilation thereof, sound files, other files and the selection and arrangement thereof. These material is protected by Slovenian and international copyright laws and other intellectual property right laws. These Terms shall not be understood and interpreted in a way that they would mean assignment of copyright or other intellectual property rights, unless it is explicitly defined so in these Terms.

FluidStack hereby grants you a limited, nonexclusive and non-sublicensable license to access and use FluidStack's copyrighted work and other intellectual property for your personal or internal business use. Such license is subject to these Terms and does not permit any resale, the distribution, public performance or public display, modifying or otherwise making any derivative uses, use, publishing, transmission, reverse engineering, participation in the transfer or sale, or any way exploit any of the copyrighted work and other intellectual property other than for their intended purposes. This granted license will automatically terminate if FluidStack suspends or terminates your access to the FluidStack Services or closes your FluidStack Account.

FluidStack will own exclusive rights, including all intellectual property rights, to any feedback including, but not limited to, suggestions, ideas or other information or materials regarding FluidStack Services or related products that you provide, whether by email, posting through our FluidStack Website, FluidStack Account or otherwise and you irrevocably assign any and all intellectual property rights on such feedback unlimited in time, scope and territory. Any Feedback you submit is non-confidential and shall become the sole property of FluidStack. FluidStack will be entitled to the unrestricted use, modification or dissemination of such feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the feedback. We have the right to remove any posting you make on FluidStack Website if, in our opinion, your post does not comply with the content standards defined by these Terms.

PRIVACY POLICY

Please refer to our Privacy Policy published on FluidStack Website for information about how we collect, use and share your information.

FINAL PROVISIONS

Natural persons and legal entities that are not capable of holding legal rights and obligations are not allowed to create FluidStack Account and use FluidStack Services or other related services. If FluidStack becomes aware that such natural person or legal entity has created the FluidStack Account or has used FluidStack Services, FluidStack will delete such FluidStack Account and disable any FluidStack Services and block access to FluidStack Account and FluidStack Services to such natural person or legal entity.

If you register to use the FluidStack Services on behalf of a legal entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf.

These Terms do not create any third-party beneficiary rights in any individual or entity.

These Terms forms the entire agreement and understanding relating to the subject matter hereof and supersede any previous and contemporaneous agreements, arrangements or understandings relating to the subject matter hereof to the exclusion of any terms implied by law that may be excluded by contract.

If at any time any provision of these Terms is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of every other provisions will not in any way be impaired.

Such illegal, invalid or unenforceable provision of these Terms shall be deemed to be modified and replaced by such legal, valid and enforceable provision or arrangement, which corresponds as closely as possible to our and your will and business purpose pursued and reflected in these Terms.

Headings of sections are for convenience only and shall not be used to limit or construe such sections.

No failure to enforce nor delay in enforcing, on our side to the Terms, any right or legal remedy shall function as a waiver thereof, nor shall any individual or partial exercise of any right or legal remedy prevent any further or other enforcement of these rights or legal remedies or the enforcement of any other rights or legal remedies.

FluidStack reserves the right to make changes, amendments, supplementations or modifications from time to time to these Terms including but not limited to changes of licence agreement for FluidStack Node Software and of any fees and compensations policies, in its sole discretion and for any reason. We suggest that you review these Terms periodically for changes. If we make changes to these Terms, we will provide you with notice of such changes, such as by sending an email, providing notice on the FluidStack Website, placing a popup window after login to the FluidStack Account or by posting the amended Terms on the FluidStack Website and updating the date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting for any new users of the FluidStack Services. In all other cases, the amended Terms will become effective for pre-existing users upon the earlier of either: (i) the date users click or press a button to accept such changes in their FluidStack Account, or (ii) continued use of FluidStack Services 30 days after FluidStack provides notice of such changes. Any amended Terms will apply prospectively to use of the FluidStack Services after such changes become effective.

The notice of change of these Terms is considered as notice of termination of all rights and obligations between you and FluidStack derived from these Terms with notice period of 30 days, if you do not accept the amended Terms. If you do not agree to any amended Terms, (i) the agreement between you and FluidStack is terminated by expiry of 30 days period which starts after FluidStack provides you a notice of change of these Terms, (ii) you must discontinue using FluidStack Services and (iii) you must inform us regarding your disagreement with the changes and request closure of your FluidStack Account. If you do not inform us regarding your

disagreement and do not request closure of you FluidStack Account, we will deem that you agree with the changed Terms.

You may not assign or transfer your rights or obligations under these Terms without the prior written consent of FluidStack. FluidStack may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

Flare Social Ltd, may assign or transfer to FluidStack any or all of its rights under the agreements and terms and conditions as amended from time to time (last update on November 1, 2018) concluded from June 1, 2017 onwards, in whole or in part, without obtaining your consent or approval. For the avoidance of doubt, the provision of this paragraph and only the provision of this paragraph amends the previous terms and conditions of Flare Social Ltd, and not FluidStack.

The place of fulfilment for any of the rights and obligations of you and FluidStack under these Terms shall be London, United Kingdom.

These Terms and all matters or disputes arising out of or connected to them shall be governed by and construed in accordance with the laws of the United Kingdom excluding its conflict of laws rules.

All disputes and claims arising out of or in connection with these Terms shall be finally resolved and settled by the competent court in the United Kingdom.

The rights and remedies conferred on FluidStack by, or pursuant to, these Terms are cumulative and are in addition, and without prejudice, to all other rights and remedies otherwise available to FluidStack at law.

These Terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these Terms, please contact FluidStack and immediately navigate away from the FluidStack Website. Do not use the FluidStack Services or other related services until you and FluidStack have agreed upon new terms of service.