

Milestone Marketing

Terms & Conditions

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Please note that the following terms and conditions apply to our services, strategies and use of this Site only. Our services are subject to separate terms and conditions included client contracts and proposal documents.

1. ACCEPTANCE OF TERMS

This agreement (“Agreement”) is a binding agreement between you (“you”, “Customer”, “You”, “Yourself”, “Your”) and Milestone marketing (“Flawlessflow.co,” “Company,” “we” or “us”). By using the site at milestonemarketing.io (the ‘Site’) or any information, materials, images, graphics, data, text, files, links, software, messages, communications, content, organization, design, compilation, magnetic translation, digital conversion, HTML, XML, Java code and other content related to the Site (collectively ‘Content’), you agree to abide by these Terms of Use, as the Company may amend them from time to time in its sole discretion. YOU AGREE THAT BY USING THE SITE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

2. REFUND POLICY/CANCELLATION:

Milestone marketing is committed to providing each customer with exceptional service. Due to the nature of our business and the accessibility of our information immediately upon purchase, there is a 14 days full refund policy, which begins on the date of purchase with most of our information products, unless otherwise stated and with the exception of any special/limited/beta discount for all products which have a zero refund policy. If special bonuses are included such as, but not limited to, a 1-on-1 strategy call, the use of that bonus waives your right to a refund.

For our subscription information we will abide by the Consumer rights procedure of the UK, which entitle the consumer to a 14 day cooling off period, however this right is waived as soon as the information product purchased has been accessed, streamed or downloaded.

For our Live events, the 14 day refund policy applies as long as notice is given at least 30 days prior to the event. Sadly this means that tickets purchased within 14 days of the event cannot be refunded.

If you are not completely satisfied with the service you have paid for, you may contact support@milestonemarketing.io within 14 days of the purchase and we will look into your request.

3. PRIVACY POLICY:

Company respects your privacy and permits you to control the treatment of your personal information. A complete statement of Company's current privacy policy (the "Privacy Policy") can be found by [clicking here](#). Company's Privacy Policy is expressly incorporated into this Agreement by this reference. When you are required to submit information to use or access the Site or Content, you must complete the registration process by providing the information requested on the form. You agree to the terms in Company's Privacy Policy regarding the use of the information you submit.

4. EARNINGS AND INCOME DISCLAIMER:

Milestone marketing Ltd ("Flawlessflow.co") can not and does not make any guarantees about your ability to get results or earn any money with any of the information or service we provide. What we can guarantee is your satisfaction with what we provide. We give you a 14-day 100% satisfaction guarantee, so if you're not happy for any reason with the information products we provide for you, just ask for your money back. You should know that all information products by our company are for educational and informational purposes only. Nothing on this page, any page on our website, or any of our content is a promise or guarantee of results or future earnings, and we do not offer any legal, medical, tax or other professional advice. Any financial numbers referenced here, or anywhere else by us, are illustrative concepts only and should not be considered average earnings, or promises for future performance. You alone are responsible and accountable for your decisions, actions and results in life, and by purchasing any of our information products you agree to not attempt to hold us liable for your decisions, actions or results, at any time, under any circumstance.

Hours of Operation

- Milestone marketing Ltd ("Flawlessflow.co") office is open Monday ☐ - Friday 9a.m. - ☐ 5p.m. GMT
- We close for all government observed holidays

This policies and procedures applies to all Milestone marketing services sold on this site.

5. SUBSCRIPTION CANCELLATIONS

Your subscription to a Milestone marketing services, which may start with a free trial, will continue month-to-month unless and until you cancel your membership or we terminate it. We will bill the monthly subscription fee to the payment method used when signing up unless updated or changed by You. You must cancel your subscription before it renews each month in order to avoid billing of the next month's subscription fees to your Payment Method.

Trial Subscriptions: Your subscription to a Milestone marketing services may start with a trial. The trial period of your membership lasts for 14 days, or as otherwise specified during sign-up. For combinations with other offers, restrictions may apply.

Monthly Subscriptions: You have FOURTEEN (14) Days from the date of the original purchase to request a refund for your subscription to a Milestone marketing services. Any refund request after the FOURTEEN (14) DAY time limit will not be processed, unless otherwise specified. You may cancel at any time after the initial FOURTEEN (14) Days has passed.

Yearly Subscriptions: For yearly subscription purchases, you have FOURTEEN (14) Days from the date of the original purchase to request a refund for your yearly subscription of a Milestone marketing services. Any refunds requests after 14 days will be prorated by the amount of time remaining under the original yearly subscription period. Example: If you purchase a yearly subscription in January of this year and you decide you want a refund 6 months from the purchase date, you're prorated refund would be 50% of the purchase price.

6. TERMS OF SUBSCRIPTION RENEWAL

We will continue to bill your Payment Method on a monthly basis for your subscription fee until you cancel. To cancel your subscription contact us at: support@milestonemarketing.io

Monthly subscriptions to Milestone marketing services automatically renew each month at the stated retail price until the subscription buyer notifies Heath Media that they wish to cancel.

Yearly subscriptions to Milestone marketing services will be notified via email prior to renewal with the option to renew at the original yearly price. If the subscriber does NOT notify the company that they wish to continue at the yearly price, the subscribers account will revert to the monthly price automatically.

7. NON SUBSCRIPTION CANCELLATIONS

You have FOURTEEN (14) Days from the date of the original purchase to request a refund. Any refund requests after the FOURTEEN (14) DAY time limit will not be processed, unless otherwise specified.

8. PAYMENT PLAN REFUNDS & CANCELLATIONS

You have FOURTEEN (14) Days from the date of the original purchase to request a refund. Any refund requests after the FOURTEEN (14) DAY time limit will not be processed, unless otherwise specified.

Information products purchased through a payment plan do not constitute a subscription product. Once an information product has been purchased through a payment plan, and the initial 14-day refund period has elapsed, all remaining payments are due. Cancellation requests and refund requests raised after the 14-day refund period for information products purchased through a payment plan will not be actioned.

9. INTELLECTUAL PROPERTY

You agree that the Milestone marketing services, including but not limited to Milestone marketing services, graphics, user interface, audio clips, video clips, editorial content, templates and the scripts and software used to implement Milestone marketing services, contains proprietary information and material that is owned by Milestone marketing services and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright.

Notwithstanding any other provision of this Agreement, Milestone marketing services and its licensors reserve the right to change, suspend, remove, or disable access to any Milestone marketing services, content, or other materials comprising a part of the Milestone marketing services at any time without notice. In no event will Milestone marketing be liable for making these changes.

10. USE OF THE SITE & CONTENT

You may only use the Site and Content to promote your existing business, as expressly permitted in writing by us. You may not cause harm to the Site. Specifically, but without limitation, you may not: (i) interfere with the Site or Content by using viruses, programs, or technology designed to disrupt or damage any software or hardware, or which attempts to assess the vulnerability of, or actually violates, any security feature; (ii) access any content or data not intended for you, or log into an account or server that you are not authorized to access; (iii) modify, create derivative works, reverse engineer, decompile or disassemble any technology used to provide the Site; (iv) use a robot, spider or other device or process to monitor the activity on or copy pages from the Site, except in the operation or use of an Internet 'search engine,' hit counters, or similar technology; (v) collect electronic mail addresses or other information from third parties by using the Site; (vi) impersonate another person or entity; (vii) engage in any activity that interferes with another user's ability to use or enjoy the Site or Content; (viii) assist or encourage any third party in engaging in any activity prohibited by this Agreement; (ix) co-brand the Site or Content; (x) frame the Site; (xi) hyper-link to the Site, without the express prior written permission of an authorized representative of Company; (xii) use the Site or Content, in whole or in part, for any purpose that is unlawful, immoral, or prohibited by this Agreement or any applicable local, state, or federal law, rule, or

regulation; (xiii) use the Site or Content in any manner that could damage, disable, overburden, or impair the Site; (xiv) circumvent, or attempt to circumvent, any security feature of the Site; (xv) upload, e-mail or otherwise transmit to or through the Site, any advertising, promotional, or other unauthorized communication, including, without limitation, 'junk mail,' 'surveys,' unsolicited e-mail, 'spam,' 'chain letters,' or 'pyramid schemes;' or (xvi) incorporate data from any of our databases into any emails or other 'white pages' products, whether browser-based, based on proprietary client-side applications, or web-based, without our prior, express and written consent.

You agree that you will not make any derogatory statements, either oral or written, or otherwise disparage us, our products, employees, services, work or employment, and will take all reasonable steps to prevent others from making derogatory or disparaging statements. You agree that it would be impossible, impractical or extremely difficult to fix the actual damages suffered by reason of a breach of this paragraph, and accordingly hereby agree that Company may determine to recover damages sustained by reason of each such breach, without prejudice to Company's right to also seek injunctive or other equitable relief.

If you purchase any of our information products, you agree that your use of the information product is limited by this Agreement as well.

Most areas of the Site are password restricted to registered users ('Password-Protected Areas'). If you have registered as an authorized user to gain access to these Password-Protected Areas, you agree that you are entirely responsible for maintaining the confidentiality of your password, and agree to notify us if the password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. You agree that you are entirely responsible for any and all activities that occur under your account, including any fees that may be incurred under your password-protected account, whether or not you are the individual who undertakes such activities. You agree to immediately notify us of any unauthorized use of your account or any other breach of security in relation to your password or the Site that is known to you.

11. USER CONTENT

User Content means all content created by you, which includes but is not limited to audio, video, images, photographs, logos, illustrations, animations, tools, written posts, comments, data, text, software, graphics, scripts, themes, and/or interactive features. Keep in mind that once you post something on a blog thereby making it available on the Internet and to the public, it may be practically impossible to take down all copies of it. By posting, downloading, displaying, performing, transmitting, or otherwise distributing any User Content to the Site, you are granting us a transferrable, perpetual, irrevocable, worldwide and royalty free nonexclusive license (including the right to sub-license), to use, possess, copy, transmit, publicly display, distribute, sell, host, store, cache, disclose, perform, modify, edit, translate, reformat, import, export and prepare derivative works of such User Content through multiple tiers of distribution in any and all media

now known or hereafter invented (including, without limitation, the right to conform it to the requirement of any networks, devices, services, or media through which the Site is available). Company will not pay you any compensation for the use of your User Content as provided herein. We are under no obligation to post or use any User Content you may provide and may remove User Content at any time in our sole discretion. You agree that Company may publish or otherwise disclose your name in connection with your User Content. By posting User Content on the Site, you warrant and represent that you own the rights to the User Content or are otherwise authorize to post, distribute, display, perform, transmit, or otherwise distribute User Content.

Except as otherwise set forth herein, you retain ownership of all intellectual property rights in your User Content, and Company and/or third parties retain ownership of all intellectual property rights in all Content other than User Content. You retain ownership of any intellectual property, URLs, and/or domain names you use or post.

12. INAPPROPRIATE CONTENT

You agree not to upload, download, display, perform, transmit, or otherwise distribute any material or content that (i) is libelous, defamatory, obscene, pornographic, abusive, or threatening; or (ii) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation or this Agreement. Company reserves the right to terminate your receipt, transmission or other distribution of any such material or content using the Site, and, if applicable, to delete any such material or content from its servers. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of this Agreement or of any applicable laws.

Company reserves the right, but does not assume the obligation, to monitor transactions and communications that occur through the Site. If Company determines, in its sole and absolute discretion, that a user has or will breach a term or condition of this Agreement or that such transaction or communication is inappropriate, Company may cancel such transaction or take any other action to restrict access to or the availability of any material or content that may be considered objectionable, without any liability to you or any third party.

13. FULL POWER AND AUTHORITY

You represent and warrant that: (i) you have the full power and authority to enter into and perform under this Agreement; (ii) execution and performance of this Agreement does not constitute a breach of, or conflict with, any other agreement or arrangement by which you are bound; (iii) the terms of this Agreement are legal, valid, and binding obligation, enforceable against you; (iv) all content you create to promote Company, its Site or the Content was created without any contribution of any kind from Company including, without limitation, editorial control or approval, that any suggestions regarding content received from Company are made 'as-is' and without any warranty; and that you have had all marketing materials created by you reviewed by competent

legal counsel and solely assume all responsibility for it; (v) you are at least 18 years of age, (vi) your use of the Site and Content is legal in, and does not violate any laws or rules of, the jurisdictions in which you reside or from which you use or otherwise access the Site, (vii) all information (if any) provided by you to us is correct, (viii) your use of the Site and Content shall be in accordance with this Agreement and your Affiliate Agreement and the Policies and Procedures of Company if you are an affiliate and (ix) you are capable of assuming, and do assume, any risks related to the use of the Site and Content.

14. DISCLAIMER OF WARRANTIES

COMPANY HEREBY MAKES NO REPRESENTATIONS, AND DISCLAIMS ALL WARRANTIES, ARISING OUT OF OR IN CONNECTION WITH THE SITE AND THE CONTENT. THIS INCLUDES, WITHOUT LIMITATION, ANY AND ALL WARRANTIES EXPRESS AND IMPLIED, THE WARRANTIES OF NON INFRINGEMENT, MERCHANT ABILITY, AND FITNESS FOR A PARTICULAR PURPOSE; THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING; ANY LIABILITY WITH REGARD TO THE SITE AND CONTENT; AND ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SITE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND ALL CONTENT, SOFTWARE AND PRODUCTS ARE PROVIDED 'AS IS,' 'WITH ALL FAULTS,' AND 'AS AVAILABLE.' WE DISCLAIM ALL WARRANTIES,

YOUR USE OF THE SITE AND CONTENT IS AT YOUR SOLE RISK. ALTHOUGH OUR CONTENT MAY BE UPDATED FROM TIME TO TIME, IT MAY BE OUT OF DATE AND/OR MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. WE ARE NOT RESPONSIBLE FOR YOUR INABILITY OR FAILURE (FOR ANY REASON) TO ACCESS THE SITE OR CONTENT OR OTHERWISE USE OR RECEIVE INFORMATION FROM OR REGARDING THE SITE, CONTENT, OR YOUR PURCHASES FROM US. WE DO NOT WARRANT THAT THE SITE WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE SYSTEMS OR THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE.

YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE.

WE ARE NOT RESPONSIBLE OR LIABLE FOR MAINTAINING ANY CONSUMER DATA OR FOR THE DELETION, CORRUPTION, DESTRUCTION, DAMAGE, LOSS OR FAILURE OF ANY CONSUMER DATA OR FOR ANY THIRD PARTY ACCESS TO ANY CONSUMER DATA.

WE MAKE NO WARRANTY OR REPRESENTATION AS TO THE LEVEL OF SUCCESS, IF ANY, INDIVIDUALS MAY ACHIEVE BY USING ANY OF OUR INFORMATION PRODUCTS. INDIVIDUAL RESULTS MAY VARY AND DEPEND ON MANY FACTORS INCLUDING AN INDIVIDUAL'S SPECIFIC FINANCIAL SITUATION, EFFORTS AND ACTIONS. YOU SHOULD

SEEK THE ADVICE OF QUALIFIED PROFESSIONALS SUCH AS AN ACCOUNTANT, ATTORNEY AND/OR PROFESSIONAL ADVISOR FOR SPECIFIC ADVICE FOR YOUR BUSINESS.

15. LIMITED LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR AFFILIATED PARTIES SHALL HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY CONTENT, THE SITE, OR INFORMATION RELATED TO THE SITE, AND SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, OR LITIGATION), (I) ARISING FROM ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE CONTENT OR OUR INFORMATION PRODUCTS, (II) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE OR CONTENT, OR WITH THE DELAY OR INABILITY TO USE THE SITE OR CONTENT, OR FROM THE USE OR MISUSE OF ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, RELATED GRAPHICS, AND CONTENT OBTAINED THROUGH

THE SITE, (III) ANY INCORRECT OR MISSING INFORMATION OR DATA, OR (IV) OTHERWISE ARISING OUT OR RESULTING FROM LOSS OF YOUR DATA OR INFORMATION, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR MAXIMUM LIABILITY, IF ANY, FOR ANY LOSS OR DAMAGE RELATING TO OR ARISING OUT OF YOUR USE OF THE SITE OR ANY CONTENT WILL NOT EXCEED THE LESSER OF YOUR ACTUAL DAMAGES OR THE CHARGES PAID BY YOU TO US FOR THE SITE FOR A PERIOD OF TWO MONTHS.

WE ARE NOT RESPONSIBLE FOR INTERRUPTED, INACCESSIBLE OR UNAVAILABLE NETWORKS, SERVERS, SATELLITES, INTERNET SERVICE PROVIDERS, WEBSITES, OR OTHER CONNECTIONS, OR FOR MISCOMMUNICATIONS, FAILED, JUMBLED, SCRAMBLED, DELAYED, OR MISDIRECTED COMPUTER, TELEPHONE OR CABLE TRANSMISSIONS, OR FOR ANY TECHNICAL MALFUNCTIONS, FAILURES OR DIFFICULTIES.

THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT THAT APPLICABLE LAW PERMITS, IN ALL ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY. ANY CLAUSE DECLARED INVALID SHALL BE DEEMED SEVERABLE AND NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINDER OF THESE TERMS OF USE.

16. RELATED SITES

Company has no control over, and no liability for, any third party sites or materials (“Third Party Sites”). Company works with a number of partners and affiliates whose Internet sites may be linked with the Site. Because Company has no control over the content and performance of these Third Party Sites, Company makes no guarantees about the accuracy, currency, content, or quality of the information provide by such Third Party Sites, and Company assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those Third Party Sites. Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that Company makes no representations, warranties or guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this Third Party Sites, and that, unless expressly provided otherwise, this Agreement shall govern your use of any and all Third Party Sites.

Your linking to such Third Party Sites is at your own risk. We do not investigate, monitor, or check such Third Party Sites for accuracy or completeness. We are not responsible for the availability of these Third Party Sites, nor are we responsible for the aesthetics, appeal, suitability to taste or subjective quality of informational content, advertising, products or other materials made available on or through such Third Party Sites. We are providing these links to you only as a convenience and may discontinue providing such links at any time in our sole discretion without notice to you. No endorsement of any third party content, information, data, opinions, advice, statements, goods, services or products is expressed or implied by any information, material or content of any Third Party Site contained in, referred to, included on, or linked from or to, the Site. Under no circumstances shall we or any affiliated providers be held responsible or liable, directly or indirectly, for any loss, injury, or damage caused or alleged to have been caused to you in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third Party Sites. You should direct any concerns to the respective Third Party Site’s administrator or webmaster. Any links to Third Party Sites do not imply that we are legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through such links, or that any linked Third Party Site is authorized to use any trademark, trade name, logo or copyright symbol of ours.

Company, its managers, or members may receive an affiliate commission when you purchase some of the products or services that we recommend on our Site. By entering into this Agreement, you acknowledge that you have been informed of such payments, consent to payments of affiliate commission, and agree that such payments are fair and reasonable.

17. TERMINATION

You agree that Company may suspend or terminate your use of the Site, in its sole discretion, including without limitation, if Company believes, in our sole and absolute discretion, that you have breached any term of this Agreement or, if you are an affiliate with Company, your Affiliate

Agreement or Company's Policies and Procedures. You acknowledge and agree that Company shall not be liable to you or any other party for said suspension and termination.

Upon termination, your license to use the Site or Content and everything accessible by or through the Site or Content shall terminate and the remainder of this Agreement shall survive indefinitely unless and until we chose to terminate it.

Upon termination of any part of this Agreement for any reason, we shall make reasonable efforts to ensure that your User Content is inaccessible and cease use of it; however, you acknowledge and agree that: (i) caching of, copies of, or references to the User Content may not be immediately removed or possible to remove; (ii) such removed User Content may continue in backups (not available to others) for a relatively short period of time; and (iii) due to re-blogging capabilities, such removed User Content may continue to be available (and stored on our servers) through the accounts of other subscribers.

18. NOTICES

All notices required or permitted to be given under this Agreement will be in writing and delivered to the other party by any of the following methods: (i) U.K. Mail, (ii) overnight courier, or (iii) electronic mail. If you give notice to us, you must use the following address: Milestone marketing Suite G04 1 Quality Court, Chancery Lane, London, England, WC2A 1HR. If Company provides notice to you, Company will use the contact information provide by you to us. All notices will be deemed received as follows: (A) if delivery by U.K. mail, seven business days after dispatch, (B) if by overnight courier, on the date receipt is confirmed by such courier service, or (C) if by electronic mail, 24 hours after the message was sent, if no 'system error' or other notice of non-delivery is generated. If applicable law requires that a given communication be 'in writing,' you agree that email communication will satisfy this requirement.

19. INDEMNITY

You agree to indemnify, defend, and hold Company, its managers, members, officers, directors, employees, consultants, agents, and representatives harmless from and against any and all actions, claims, demands, proceedings, liabilities, damages, judgments, settlements, fines, penalties, costs, and expenses, including attorney's fees and related costs, which (i) arise or in part from your negligence or wrongful act(s) or omission(s); (ii) arise from or are related to a breach you have any express warranty contained herein; or (iii) failure to comply with this Agreement. We have no duty to reimburse, defend, indemnify, or hold you harmless resulting from, relating to, or arising out of, this Agreement, the Site or Content, or your access to or use of the Site or Content.

If an action is brought against Company in respect to any allegation for which indemnity may be sought, Company will promptly notify you of any such claim of which it becomes aware and will: (i) provide reasonable cooperation to you at your expense in connection with the defense or settlement

of any such claim; and (ii) be entitled to participate at its own expense in the defense of any such claim.

Company agrees that you will have sole and exclusive control over the defense and settlement of any such third party claim. However, you agree not to acquiesce to any judgment or enter into any settlement that adversely affects Company's rights or interests without the prior written consent of Company.

20. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the United Kingdom, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in the UK in all disputes arising out of or related to the use of the Site or Content. In the event of a dispute between an affiliate and Company arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through confidential, nonbinding mediation as more fully described in the Policies and Procedures. Company shall not be obligated to engage in mediation as a prerequisite to disciplinary action against an Affiliate. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.

Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or affiliate lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. You waive any requirement of posting a bond in connection with such an action brought against you.

These Terms of Use do not limit any rights or remedies that we or our suppliers, licensors or other similar entities, may have under trade secret, copyright, patent, trademark or other laws.

21. SEVERABILITY; WAIVER

If, for whatever reason, a court of competent jurisdiction finds any term or condition in this Agreement to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

22. MODIFICATIONS

Company may, in its sole discretion and without prior notice, (i) revise this Agreement; (ii) modify the Site or Content, and (iii) discontinue the Site or Content, at any time for any reason. Company shall post any revision to this Agreement to the Site, and the revision shall be effective immediately upon such posting. In the event of substantive changes to this Agreement, the new terms will be posted to the Site. If any modification is unacceptable to you, your only recourse is not to use the Site and to request an immediate termination of your membership. Your continued use of the Site or Content, following posting of a change notice or new Agreement on the Site will constitute binding acceptance of the changes.

23. MISCELLANEOUS

This Agreement will be binding upon each party hereto and its successors and permitted assigns. This Agreement will not be assignable or transferable by you without Company's prior written consent. This Agreement, and the related policy statements referred to herein, contains the entire understanding of the parties regarding use of the Site or Content, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding the same. Any rights not expressly granted herein are reserved. No agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. The provisions of this Agreement addressing disclaimers of representations and warranties, indemnity obligations, intellectual property and governing law shall survive the termination of this Agreement.

BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY THE AGREEMENT, AS AMENDED FROM TIME TO TIME.

Customer Service:

If you have questions or comments regarding Milestone marketing services, please email us at support@milestonemarketing.io