



FlowSpace Workspace Provider Agreement

RECITALS

- (A) Flow Space provides access to Workspaces listed on Platform and available for individual bookings by the Users.
- (B) Workspace Provider operates Workspace(s) and wishes that these Workspace(s) are listed on Platform.
- (C) Flow Space has agreed to provide its services to Provider, and Provider has agreed to procure such services from Flow Space and provide services to Users, on the terms and conditions of this Agreement from the Effective Date.

COMMERCIAL TERMS

These commercial terms (the "Commercial Terms"), the attached Flow Space Standard Terms (the "Standard Terms") and any attached schedules, together constitute the "Agreement". If there is any conflict between the terms of the Agreement, the Commercial Terms shall take priority, followed by the Standard Terms and then any schedules (unless specified otherwise).

Flow Space Services: Flow Space operates the Platform for the Provider to list the Workspace(s) and for the Users to book Workspaces. The Services provided by Flow Space constitute an online booking facility and the provision of workspace related services are procured by each Provider. The Services provided by Flow Space constitute an online booking facility and the provision of workspace related services are procured by each Provider.

Workspace Provider services:

Provider shall procure the following services to the Users with respect and without a further charge to the Usage Fee payable to the Provider in accordance with each booking:

1. access to its meeting room facilities for Users
2. unlimited high speed internet (min. 70 mbs),
3. unlimited access to good quality, coffee, tea and water,
4. a good quality designated workspace, desk or
5. meeting room,
6. access to power supply at designated work space,
7. access to clean, functioning, well-stocked bathrooms located on site a regularly cleaned and well-maintained environment for Users.

Usage Fees: The fees are collected by Flow Space from the Users based on usage and/or meeting room use as provided in the Platform by the Provider.

Platform Commission: 10% of the accrued Usage Fees will be retained by Flow Space as the Platform usage fee. If a FlowSpace User takes a contract directly with the Workspace Provider following introduction to the provider or through having booked through Flow Space, the Workspace provider agrees to pay a referral fee of 10% of the contract value for the first 12 months.

Payment Terms: The Usage Fees will be calculated based on the bookings made and will be available to Provider via its account on the Platform. The accrued Usage Fees will be communicated to the Provider at the end of each calendar month and will be paid after deducting the Platform Commission corresponding to the accrued Usage Fees within 30 days.

Duration of Term: This agreement will commence on the Effective Date and will continue indefinitely. The Provider must give Flow Space a minimum of 30 days notice to end the term or remove Workspaces from the platform.

Notices to Flow Space: to be sent in writing to hello@flowspace.co

FLOW SPACE STANDARD TERMS

1. INTERPRETATION

1.1 The following definitions apply to this Agreement:

Business Day	means any day which is not a Saturday, Sunday or public holiday in England and Wales.
Customer Data	means any data provided by or on behalf of Flow Space’s customers and Users.
Force Majeure Event	means circumstances beyond the reasonable control of a Party to this Agreement, whether or not reasonably foreseeable at the time of entering into this Agreement, making it impractical to perform its obligations including: (a) acts of God, flood, storm, drought, earthquake or other natural disaster; (b) disease, epidemic or pandemic; (c) compliance with any law or governmental order or World Health Organisation rule, decision, regulation, guidance, recommendation, or direction; (d) terrorist attack, civil commotion, war or riots; (e) malicious damage; (f) nuclear, chemical or biological contamination; (g) internet outages; (h) communication outages; (i) failure of a utility service or transport network; (j) default of suppliers, contractors or subcontractors; (k) collapse of building, fire, explosion, breakdown or accident; and (l) strikes, lock-outs or other industrial disputes (whether involving the workforce of Recast or any other party).
Intellectual Property Rights	means all copyright and related rights, patents, rights to inventions, utility models, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection.
Number of Available Users	means the number of available bookings reserved for the Users as indicated by the Provider via Provider Account on the Platform.
Payment Terms	means the payment terms for the Fees as set out in the Commercial Terms.
Platform	means the online platform owned or operated by Flow Space and available at www.flowspace.co and as a mobile app.
Platform Additional Services	means the additional services as described in the Commercial Terms.

Platform Fees	means the Platform Commission deducted by Flow Space from the Usage Fees for the use of Platform Services by the Provider as set out in the Commercial Terms.
Platform Data	means data collected by Flow Space.
Platform Services	means the services as described in the Commercial Terms including any Additional Services.
Provider Account	means an account designated for the Provider to access the Platform.
Provider Data	means any data or content provided to Flow Space by or on behalf of Provider.
Provider Fees	means the Usage Fees transferred by Flow Space to the Provider for the Provider Services as set out in the Commercial Terms.
Provider Services	means the services as described in the Commercial Terms including any Additional Services.
Term	means the period between the Effective Date and a termination notice by a Party.
Third Party Content	means any content of a third party which Provider provides to Flow Space for the provision of the Services (excluding Platform Data).
User	means any employee or a third party registered by a Flow Space customer as a User on the Platform and able to make a booking of a Workspace via Platform.
Workspace	means a collective workspace operated and listed by Provider for booking on the Platform.

1.2 A “person” includes a natural person, corporate or unincorporated body.

1.3 A reference to “writing” or “written” includes email.

1.4 Unless the context otherwise requires, words in the singular include the plural and vice versa.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 A reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7 The words “include” and “including” (or similar) shall be deemed to have the words “without limitation” after them.

2. WORKSPACE PROVIDER SERVICES

2.1 During the Term, Flow Space shall:

2.1.1 provide the Platform Services to the Provider;

2.1.2 provide access to the Provider Account, related dashboard and all given features;

2.1.3 notify the Provider of the bookings placed by the Users on the Platform via Provider Account.

2.2 The Provider hereby agrees and undertakes that the Platform Services provided by Flow Space constitute an online booking facility and the provision of workspace related services are procured by the Provider to Users.

2.3 Flow Space may change any aspect of the Platform Services without a prior approval of Provider, provided that such changes shall not materially alter or disrupt Provider’s enjoyment of the Platform Services.

2.4 Flow Space reserves the right to refuse to provide Platform Services to who, in Flow Space’s reasonable opinion, do not comply with Flow Space’s policies regarding acceptance as a Provider, acceptable use or is in breach with its obligations under this Agreement.

2.5 Subject to the terms and conditions of this Agreement, Flow Space hereby grants to Provider during the Term a limited, non-exclusive, non-transferable, sublicensable licence to access the Platform. The rights provided under this clause are granted solely for the purposes of using the Platform Services.

- 2.6 Subject to the terms and conditions of this Agreement, Provider hereby grants to Flow Space during the Term a royalty free, worldwide, non-exclusive, transferable, sublicensable licence to:
- 2.6.1 use, store, adapt, input and process Provider Data and Third Party Content;
 - 2.6.2 collect, use and store Platform Data for the purposes of providing and improving the Platform and Flow Space's offerings.
- 2.7 During the Term, Provider shall:
- 2.7.1 register to the Platform as a Workspace Provider;
 - 2.7.2 upload Provider Data to the Platform required for the registration including but not limited to the general information on the Workplace, high quality photos of the Workplace and related spaces, amenities available to Users, Provider's terms of services to which the Users will be subject to;
 - 2.7.3 monitor the Provider Account and confirm the bookings made via Platform; respond to meeting room requests within 2 hours after 4 hours the booking will be cancelled and moved to another location.
 - 2.7.4 provide access to Users who made a booking via Platform to the related Workspace;
 - 2.7.5 provide the Provider Services to Users;
 - 2.7.6 procure that the Users are covered with an adequate insurance policy and that the Provider is covered with a valid public product liability insurance policy during the Term;
 - 2.7.7 provide a good quality of welcoming, polite and professional customer service and not treat the Users in a less favourable way than its other clients/customers/users;
 - 2.7.8 not solicit the Users or Flow Space's customers to bypass Platform Services and/or for a direct booking;
 - 2.7.9 not set User fees at a higher rate than published direct with the venue
 - 2.7.10 notify Flow Space any issue, conflict or dispute with a User.
- 2.8 The bookings made by the Users for the meeting rooms shall not be deemed confirmed and no Usage Fee shall accrue unless specifically confirmed by the Provider via Platform.
- 2.9 The bookings made by the Users for desks shall be deemed confirmed automatically.
- 2.10 The Provider hereby accepts that it shall not be entitled to a Usage Fee for a meeting room booking that has been cancelled by the User or Flow Space at least 24 hours days prior to the booking date. The full Usage Fee will be paid in the case that a meeting room booking is cancelled with less than 24 hours prior to the booking date or in accordance with the provider's specified cancelation policy.
- 2.11 The Provider hereby accepts that should a material service not be provided during the term (i.e booked space not available or significant wifi or power outages for more than 10% of the booking duration; or a complaint regarding facilities or service provided) that they will not be entitled to a Usage Fee
- 2.12 The Provider may apply different cancelation terms for larger group or event bookings, subject to agreement in writing from the User

3. PROVIDER ACCOUNT REGISTRATION

- 3.1 Provider will be invited by Flow Space to create a Provider Account in order to access the Platform, for which Provider will need to submit certain information and documentation and choose a username and a password.
- 3.2 Following the creation of Provider Account, Flow Space will provide Provider with administrative access to the Platform as further described on the Platform.
- 3.3 Provider warrants and undertakes that all information and documentation supplied during Provider Account registration is truthful, complete and correct. If the information Provider have supplied is incomplete or incorrect Provider agree to indemnify Flow Space if Flow Space is subject to any claims, damages, expenses, costs and liabilities (including legal fees).
- 3.4 Provider is obliged to ensure all information held about Provider by Flow Space is up to date. Provider can amend its Provider Account details at any time through the Platform.

- 3.5 Provider shall keep its Provider Account details and password confidential. Provider is solely responsible and liable for any activity that occurs in connection with its Provider Account, whether or not such use was authorised by Provider.
- 3.6 Provider shall not let anyone else access its Provider Account or do anything else that might compromise the security of its Provider Account.
- 3.7 If Provider believes its Provider Account has been compromised, Provider shall immediately notify Flow Space in writing and modify its Provider Account details and password.

4. PROVIDER'S OBLIGATIONS

- 4.1 Provider shall keep the Provider Account active and up to date in terms of availability, pricing and amenities, updated with holidays closures and opening hours and the Provider Data and Third Party Content shall accurately reflect the Workspace accurately at all times.
- 4.2 Provider shall notify Flow Space about new venues or meeting rooms being added to the Platform.
- 4.3 Provider is solely responsible and liable for: Providing FlowSpace with the listing information for account creation within the platform
- 4.4 Flow Space shall not be liable for any failure to provide the Platform Services due to Provider's breach of clauses 2, 3 and 4.

5. FEES

- 5.1 Flow Space shall pay to Provider the Provider Fees in accordance with the Payment Terms and this Agreement.
- 5.2 The Provider Fees shall be calculated by deducting the Platform Commission and any additional services provided by Flow Space to the Provider from the accrued Usage Fees.
- 5.3 In the event that Flow Space does not receive an invoice within 90 days of receiving the monthly summary of bookings, any such payments will be forfeited.

6. WARRANTIES

- 6.1 Each of the Parties warrants that:
- 6.1.1 it has full power and authority to enter into this Agreement;
- 6.1.2 it has all the rights necessary for any licence it grants under this Agreement; and
- 6.1.3 it will perform its obligations under this Agreement in accordance with all applicable laws.
- 6.2 Flow Space warrants that it will provide the Platform Services with reasonable skill and care.
- 6.3 Provider warrants that it will provide the Provider Services with reasonable skill and care.
- 6.4 Provider warrants, represents and undertakes that:
- 6.4.1 any information that Provider provides to Flow Space (including any Provider Data and Third Party Content):
- (a) are truthful, accurate and will be kept up to date (as applicable);
 - (b) do not, and will not, infringe, misappropriate, or violate any privacy rights, third party's rights (including Intellectual Property Rights) and applicable laws;
 - (c) are not, and will not be, derogatory, libellous, threatening, offensive, harassing, deceptive, abusive, promoting of violence or any illegal activities;
 - (d) do not contain any viruses, adware, spyware, worms, or other harmful or malicious code; and
 - (e) do not contain any Confidential Information of third parties.
- 6.4.2 it will not use the Platform Services in breach of applicable laws, applicable terms of service and applicable licences; and

6.4.3 it will not use the Platform Services to build a product or service which competes with Flow Space or the Services.

7. PROPRIETARY RIGHTS

Flow Space and/or its licensors own all Intellectual Property Rights in the Platform Services, or created by use or operation of the Platform Services. Except as expressly stated in this Agreement, Flow Space does not grant Provider any Intellectual Property Rights in respect of the Platform Services or any related content or materials.

8. INDEMNITY

8.1 Provider will indemnify, defend and hold harmless Flow Space (and any of its directors, employees and representatives), from and against any demands, claims, proceedings, costs, damages, losses, liabilities and expenses (including legal fees) arising from any claim, suit, action or proceeding by a third party ("Claims") based upon or arising out of or related in any way to:

8.1.1 Provider's use of the Platform Services;

8.1.2 Provider's procurement of Provider Services;

8.1.3 Provider's breach of any representation, warranty, covenant or other provision herein made by Provider;

8.1.4 Provider Data and Third Party Content.

8.2 Provider shall not settle any Claim or admit to any liability, without the express prior written consent of Flow Space.

8.3 Flow Space will indemnify, defend and hold harmless Provider (and any of its directors, employees and representatives) from and against any and all Claims arising out of any claim, demand, action or proceeding based upon or in any way related to (a) breach by Flow Space of any representation, warranty, covenant or other provision herein made by Flow Space, (b) any Claim that the Services or Platform violates any law or regulation or violates or infringes the intellectual property rights of any third party (except to the extent such claim relates solely to Flow Space's use of Provider Data or Third Party Content as originally provided by Provider under this Agreement).

8.4 For the avoidance of doubt, the Provider hereby agrees and undertakes that any dispute that may arise between the Provider and/or the User and/or Flow Space's customer shall be resolved between the relevant parties of the dispute and Flow Space shall not be a party of such dispute.

9. CONFIDENTIALITY

9.1 In this clause, "Confidential Information" means any information or Intellectual Property Rights that are clearly labelled or identified as confidential or ought reasonably be treated as being confidential. Confidential Information includes the Platform Services, Provider Data, Customer Data and Platform Data and excludes any information which:

9.1.1 is or becomes publicly known other than through a breach of this Agreement;

9.1.2 was in the receiving Party's lawful possession before the disclosure;

9.1.3 is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;

9.1.4 is independently developed by the receiving Party and that independent development can be shown by written evidence; or

9.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

9.2 Each Party will hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party unless that third party is subject to an equivalent duty of confidentiality. Neither Party will use the other's Confidential Information for any purpose other than the implementation of this Agreement or as otherwise permitted by this Agreement.

9.3 Each Party will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees, agents or independent contractors in breach of the terms of this Agreement.

9.4 This clause 9 will survive termination of this Agreement for a period of 5 years.

10. LIMITATION OF LIABILITY

10.1 This clause 10 sets out Flow Space's entire liability (including any liability for the acts or omissions of its directors, employees and representatives) to Provider:

10.1.1 arising under or in connection with this Agreement;

10.1.2 in respect of any use made by Provider of the Platform Services or any part of them;

10.1.3 in respect of any loss or accidental unauthorised disclosure of Provider Data or Third Party Content; and

10.1.4 in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

10.2 Provider assumes sole responsibility for its use of the Platform Services, and for the results of, or conclusions drawn from, such use. Flow Space will have no liability for any damage caused by errors or omissions in any part of the Platform Services.

10.3 The Platform Services are provided "as is" to the fullest extent permissible pursuant to applicable law. Flow Space disclaims all warranties and conditions express or implied, including implied warranties of satisfactory quality and fitness for a particular purpose, in relation to the Platform Services, their use and the results of such use. Flow Space specifically disclaims any warranty:

10.3.1 in respect of Third Party Content;

10.3.2 in respect of Provider Data;

10.3.3 that the Platform Services and their availability will be uninterrupted or error-free;

10.3.4 that defects will be corrected;

10.3.5 that there are no viruses or other harmful components;

10.3.6 that the security methods employed will be sufficient; and

10.3.7 regarding correctness, accuracy, or reliability.

10.4 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this Agreement to the fullest extent permitted by applicable law.

10.5 Nothing in this Agreement excludes the liability of Flow Space:

10.5.1 for death or personal injury caused by Flow Space's negligence;

10.5.2 for fraud or fraudulent misrepresentation; or

10.5.3 any statutory liability not capable of limitation.

10.6 Subject to clause 10.5, Flow Space will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any Third Party Content, loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement.

10.7 Subject to clause 10.5, Flow Space's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement will be limited to the higher of total fees paid to the Provider in the last twelve (12) month period or £1000.

11. TERM AND TERMINATION

11.1 This Agreement will commence on the Effective Date and will continue until the expiration of the Term.

11.2 Flow Space will communicate any violation of the agreement in writing and provide fourteen (14) days for resolution to the Provider. If unresolved Flow Space may, at its sole discretion terminate or suspend the Platform Services and Provider Services in the event that Flow Space reasonably considers that:

11.2.1 Provider violates this Agreement;

11.2.2 Provider attempts to abuse or exploit the Platform Services;

- 11.2.3 Provider does not or is unable to continue to procure Provider Services; or
- 11.2.4 Flow Space is unable to continue to provide the Platform Services or procure the delivery of the Provider Services due to technical or legitimate business reasons.
- 11.3 This Agreement can be terminated by either Party if the other Party:
- 11.3.1 is in material breach of this Agreement and (if remediable) fails to remedy such breach within 14 days of a written request notice from the other Party to do so; or
- 11.3.2 ceases trading (or threatens to cease trading); is subject to an order for winding up; has an administrator or liquidator appointed (or such appointment is entitled or is requested in good faith); is the subject of a bankruptcy petition or order; becomes insolvent; is incapable of paying its debts as they fall due; makes any arrangement with its creditors for the payment of its debts.
- 11.4 Each Party may terminate this Agreement by giving 30 days' written notice to the other Party. Flow Space and Provider shall be responsible for procurement of Platform Services and Provider Services respectively until the expiration of the effective termination date.
- 11.5 On termination of this Agreement for any reason:
- 11.5.1 all licences granted under this Agreement will immediately terminate;
- 11.5.2 each Party will return or destroy (at the other Party's discretion) all Confidential Information in its possession within 5 Business Days.
- 11.6 The accrued rights and remedies of the Parties will survive termination of this Agreement for any reason.
- 11.7 Clauses 1, 3.2, 4, 5 (in respect of any unpaid Fees), 6 - 11 (inclusive), 14 - 26 (inclusive) shall survive termination.
12. **DATA PROTECTION**
- The Parties hereby agree and undertake to comply with Data Protection Act 2018 and EU General Data Protection Regulation 2016/679 ("GDPR") or Privacy and Electronic Communications Directive 2002/58 where applicable or any amendments to them or replacements of them for any personal data transferred by Flow Space (including but not limited to Customer Data) to Provider or vice versa.
- 12.1 The parties agree to provide reasonable assistance as is necessary to each other to enable each party to comply with any subject access requests (whether in relation to access to personal data, rectification, restrictions on processing, erasure or portability) and to respond to any other queries or complaints from their customers in accordance with the Data Protection Act 2018 and GDPR
- 12.2 Each party shall put in place its own internal guidance and policies that must comply with the Data Protection Act 2018 and GDPR and must be followed in the event of a personal data breach. Each party agrees to provide reasonable assistance as is necessary to the other to facilitate the handling of any personal data breach in a compliant manner.
13. **PUBLICITY**
- Each Party may, in its marketing materials, on its website and its presentations, refer to the other as the service provider, customer or supplier of the Services respectively.
14. **FORCE MAJEURE**
- 14.1 If a Party is prevented, hindered or delayed in or from performing any of its obligations under or in connection with this Agreement by a Force Majeure Event the affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.
- 14.2 The affected Party claiming the Force Majeure Event shall promptly notify the non-affected Party in writing of its reasons for the delay or stoppage and its likely duration and shall take all reasonable steps to overcome the delay or stoppage.
- 14.3 If any Force Majeure Event occurs, the dates for performance of the affected obligations shall be postponed for so long as is made necessary by the Force Majeure Event, provided that if any Force Majeure Event continues for a period of or exceeding thirty (30) consecutive days, the non-affected Party shall have the right to terminate this Agreement immediately on written notice to the affected Party.
- 14.4 The affected Party shall use its reasonable endeavours to minimise the effects of any Force Majeure Event (i.e. date changes)

15. **WAIVER**

15.1 A waiver of any right or remedy under this Agreement or by law shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

15.2 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right under this Agreement is only effective if it is in writing.

16. **SEVERANCE**

If any provision (or part of a provision) of this Agreement is found to be invalid, unenforceable or illegal, the other provisions (or parts of any provisions) will remain in force.

17. **ASSIGNMENT**

Provider will not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement, without the prior written consent of Flow Space. Such consent will not be unreasonably withheld or delayed.

18. **THIRD PARTY RIGHTS**

This Agreement does not confer any rights on any person or party who is not a Party to this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

19. **NOTICES**

19.1 Any notice required to be given under this Agreement will be in writing and will be sent by email to the respective email addresses set out in the Commercial Terms.

19.2 Notices will be deemed to have been received at the time of transmission as shown by the sender's records (or if sent outside business hours, at 9:00 am on the first Business Day following despatch).

20. **NO PARTNERSHIP OR AGENCY**

20.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.

20.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

21. **ENTIRE AGREEMENT**

This Agreement constitutes the whole agreement between the Parties and supersedes any previous agreement between them.

22. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

23. **GOVERNING LAW AND JURISDICTION**

This Agreement will be governed by, and construed in accordance with, the laws of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English and Welsh Courts.

24. **CHANGES TO THE STANDARD TERMS**

24.1 Flow Space reserves the right to update these Standard Terms and Commercial Terms (including the Platform Commission) from time to time.

24.2 Flow Space will provide Provider with 30 days' notice prior to making any changes to these Standard Terms and Commercial Terms in writing via email. Provider's continued use of the Services after the receipt and review of revised Standard Terms on the Platform will be deemed Provider's acceptance of the revised Standard Terms and/or Commercial Terms.

24.3 If Provider does not wish to use the Platform Services under the revised Standard Terms and/or Commercial Terms, Provider may terminate this Agreement by giving 30 days written notice to Flow Space.