Bloch.ai Terms & Conditions Version 1 Last updated: 2nd December 2024

1. Website Owner and Services

This website (bloch.ai) is owned and operated by Bloch AI LTD, a limited company registered in England & Wales ("Bloch AI," "we," "us," or "our"). These Terms set forth the terms and conditions under which you ("you" or "your") may use our website and services.

Our website provides a range of professional services, including but not limited to:

- Low-code workflow downloads,
- Complementary templates,
- Electronic books,
- Consulting services charged at an hourly rate,
- Podcasts, and
- Professional workshops.

By accessing or using bloch.ai, you acknowledge that you have read, understood, and agree to be bound by these Terms.

2. User Eligibility and Account Requirements

To use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right, and freedom to enter into these Terms as a binding agreement. You are not permitted to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

3. Commercial Terms

Our commercial terms are divided into several categories based on our service offerings:

Digital Products

For digital products, including workflows and eBooks, upon purchase you receive a non-exclusive, nontransferable licence to use the digital product. All sales of digital products are final unless otherwise required by law. You may not resell, redistribute, or repackage any digital products. Download links provided upon purchase expire after a specified period, and digital products are provided "as is" without warranty of compatibility.

Complimentary Templates and Artefacts

Our complementary templates, including the Applied Innovation Blueprint Canvases, are provided without charge for both personal and commercial use. While attribution is not required for general templates, the Applied Innovation Blueprint Canvases are explicitly released under the Creative Commons Attribution 4.0 International (CC BY 4.0) licence. This means you are free to use, share, and



adapt the canvases, provided you give appropriate credit to Bloch AI, link to the licence, and indicate if changes were made.

Attribution is appreciated for all complementary templates and required for any commercial use of the Applied Innovation Blueprint Canvases. These templates may not be resold or redistributed as standalone products, and we maintain the right to modify or discontinue template offerings at any time.

For further details on CC BY 4.0, please visit https://creativecommons.org/licenses/by/4.0/.

Consulting Services

Our consulting services are charged at an hourly rate, with payment required in advance to secure the booking. Any cancellations made less than 14 days before the scheduled call time are non-refundable unless otherwise detailed in the booking agreement. We reserve the right to reschedule sessions with reasonable notice. The recording of consulting calls is prohibited without prior written consent.

Workshops

Workshop participation requires full payment to secure your place. Unless otherwise detailed in the booking agreement, we operate a tiered cancellation policy for workshops:

- Full refunds are available for cancellations made more than 14 days before the workshop date.
- No refunds are available for cancellations made within 14 days of the workshop date.
- No refunds are provided for no-shows.

We reserve the right to cancel workshops if minimum attendance is not met, in which case a full refund will be provided.

Pricing

Our service prices are listed on the website. We charge VAT where necessary. We reserve the right to change our prices at any time and to correct pricing errors that may inadvertently occur. Additional information about pricing and VAT is available on the payments page.

Payment Terms

All payments must be made in British Pounds Sterling (GBP). We accept payment via the standard payment methods enabled through our website payment system. Alternative payment arrangements may be discussed for enterprise clients by prior agreement.

Regarding failed payments, access to paid services will be suspended until payment is successfully processed. You are responsible for any additional charges or fees resulting from failed payments, and we reserve the right to pursue any unpaid fees through appropriate channels.

Payment disputes must be raised within 30 days of the transaction date. Any dispute must be submitted in writing to <u>hello@bloch.ai</u> with supporting documentation. We reserve the right to suspend service access whilst payment disputes are being investigated.

4. Usage Restrictions

Users are prohibited from:

- Reverse engineering any digital products
- Sharing access to purchased products
- Reselling or redistributing any materials
- Recording sessions without permission
- Sharing workshop materials with non-participants

5. Retention of Right to Change Services

We retain the right to make changes to our services without prior notice. This includes updating or modifying digital products, changing consulting or workshop formats, modifying template offerings, adjusting service delivery methods, and creating usage limits for services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

6. Warranties and Responsibility for Services

Digital Products

Digital products are provided 'as-is' and without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. While we strive to ensure the products function as described, you assume all responsibility for their use and compatibility with your systems. Updates, if any, may be provided at our sole discretion to address critical defects.

Consulting Services and Workshops

Consulting services and workshops are provided on an 'as-is' basis. While we aim to deliver services professionally and competently, no guarantees are made regarding specific outcomes. Materials are provided without warranty, and replacement sessions may be offered solely at our discretion in the event of technical issues that significantly impair delivery.

7. Intellectual Property Rights and Protection

All content, materials, products, and services provided through bloch.ai, including but not limited to code, workflows, templates, documentation, ebooks, methodologies, processes, algorithms, graphics, user interfaces, visual interfaces, designs, computer code, software, products, and services (collectively, "Content"), are owned exclusively by Bloch AI LTD and protected by copyright, trademark, patent, trade secret, and other intellectual property laws.

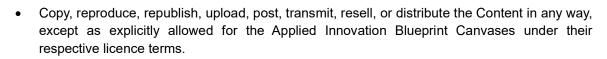
By purchasing or accessing our Content, you receive a limited, non-exclusive, non-transferable, nonsublicensable licence to use the Content solely for your personal or internal business purposes. This licence is conditional upon your full compliance with these Terms and prompt payment of all applicable fees.

Applied Innovation Blueprint

The Applied Innovation Blueprint Canvases are released under the Creative Commons Attribution 4.0 International (CC BY 4.0) licence. This allows you to share, adapt, and use the canvases for both personal and commercial purposes, provided you give appropriate credit to Bloch AI, include a link to the licence, and indicate if any changes were made. For further details on the CC BY 4.0 licence, visit https://creativecommons.org/licenses/by/4.0/.

Notwithstanding the point above about the Applied Innovation Blueprint, you explicitly agree not to:

 Modify, decompile, reverse engineer, disassemble, or create derivative works of the Content, except as permitted under the CC BY 4.0 licence for the Applied Innovation Blueprint Canvases.



- Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices.
- Use any data mining, robots, or similar data gathering and extraction methods.
- Access the Content to build a competitive product or service.
- Monitor the Content's availability, performance, or functionality for competitive purposes.
- Use the Content in any way that could damage the reputation of Bloch AI.

Any use of the Content not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

Feedback and Suggestions

Bloch.ai

Any feedback, suggestions, ideas or recommendations you provide regarding our services, products or business ("Feedback") shall become our exclusive property. By submitting Feedback, you assign to us all worldwide rights, title and interest in your Feedback, including all intellectual property rights therein. We may use, modify and incorporate such Feedback without any obligation to you.

Enhanced Competitive Use Restrictions

Unless agreed in writing by us, in addition to the existing restrictions, you specifically agree not to use our services or content to develop competing products or services for a period of 24 months after your last use of our services. You are prohibited from analysing our services for competitive benchmarking or market analysis purposes, and from sharing access credentials or content with competitors or their representatives.

8. Consumer Rights and Refund Policy

These Terms do not affect your statutory rights as a consumer under UK law, including your right to receive goods or services of satisfactory quality, fit for purpose, and as described.

Digital Products

- All sales are final and non-refundable immediately upon purchase.
- By purchasing digital products, you acknowledge that you lose your right to cancel once you begin downloading or accessing any digital content.
- You are solely responsible for ensuring the compatibility of any digital products with your systems before purchase. We are not liable for issues arising from incompatibility.
- No refunds will be issued for claims of incompatibility, unsuitability, or change of mind.

Consulting Services

- Consulting services are charged at an hourly rate, with payment required in advance to secure the booking.
- Any cancellations made less than 14 days before the scheduled call time are non-refundable unless otherwise detailed in the booking agreement.
- We reserve the right to reschedule sessions with reasonable notice.



• The recording of consulting calls is prohibited without prior written consent.

Workshops

- Workshop participation requires full payment to secure your place.
- Unless otherwise detailed in the booking agreement:
 - Full refunds are available for cancellations made more than 14 days before the workshop date.
 - No refunds are available for cancellations made within 14 days of the workshop date.
 - No refunds are provided for no-shows.
- We reserve the right to cancel workshops if minimum attendance is not met, in which case a full refund will be provided.

Discretionary Refunds

• Any discretionary refunds or credits issued by us shall not constitute a waiver of this policy nor establish any precedent for future transactions, regardless of similarity in circumstances.

9. Enhanced Liability Limitations

To the maximum extent permitted by law, Bloch AI disclaims all warranties, representations, and liabilities, whether express or implied. Specifically:

- All Content, products, and services are provided "as is" and "as available," without warranties of any kind, including but not limited to fitness for a particular purpose, merchantability, non-infringement, compatibility, or accuracy.
- You acknowledge and agree that your use of the Content, products, or services is entirely at your own risk.
- Bloch AI shall not be liable for:
 - Any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, business, anticipated savings, data, or goodwill, arising out of or related to your use or inability to use the Content, products, or services.
 - Any damages resulting from errors, omissions, interruptions, defects, delays, or technical issues, including viruses or other harmful components transmitted through the services.
 - Any failure to meet your specific requirements, business outcomes, or desired results.

Liability, if any, is strictly limited to the total fees paid by you to Bloch AI for the specific Content, product, or service in the one month immediately preceding the event giving rise to the claim. This limitation applies per claim and in aggregate. By using our services, you expressly waive any rights to claim additional compensation or remedies beyond those explicitly outlined in these Terms. Under no circumstances shall Bloch AI be liable for any indirect, incidental, special, or consequential damages, even if advised of the possibility of such damages.

You represent and warrant that:

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- You have the legal capacity to enter these Terms.
- Your use of our Content will not violate any laws or regulations.
- You will not infringe any third-party rights through your use of our Content.

11. Marketing Communications

By providing your contact information, you consent to receive promotional messages, updates, and information about our products, services, and offers through the contact methods you provide. This consent remains valid until explicitly withdrawn. You may withdraw consent at any time by contacting us or using the unsubscribe link provided in our communications. For more information about how we handle your data, please review our Privacy Policy.

Please note that we may send you service-related communications, such as billing notices or security updates, even if you choose to opt out of promotional messages.

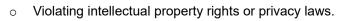
12. Governing Law and Jurisdiction

These Terms, and any disputes arising out of or in connection with them, shall be governed by and construed in accordance with the laws of England and Wales. You agree that the courts of England and Wales shall have exclusive jurisdiction to resolve any disputes, claims, or controversies arising from or relating to these Terms, your use of the website, or any associated products or services.

13. Community Features

By participating in any community features of our website, you agree to abide by these Terms and all applicable laws. You acknowledge and accept the following:

- 1. **Public Visibility:** Any profile you create, along with your public activity (e.g., posts, comments), may be visible to other site visitors. You are solely responsible for the content you share, and we do not endorse, monitor, or validate any user-generated content.
- 2. **No Obligation to Monitor:** We reserve the right, but have no obligation, to monitor, review, or moderate any user-generated content or community activity. Any failure to act does not constitute a waiver of our rights or acceptance of such content.
- 3. Content Ownership and Licensing: By posting content in community features, you grant us a perpetual, worldwide, non-exclusive, royalty-free licence to use, modify, reproduce, distribute, and display such content for the purposes of operating or promoting the website and its services. You warrant that you own or have the necessary rights to post such content and that it does not infringe third-party rights.
- 4. **Conduct:** You agree not to engage in any unlawful, harmful, or abusive behaviour, including but not limited to:
 - Cyberbullying, harassment, or defamation.
 - o Posting hate speech, violence, or discriminatory content.
 - Sharing offensive, obscene, or illegal material.



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- Uploading malware, viruses, or other harmful code. We reserve the right to remove content or terminate access to community features for users who violate these Terms, at our sole discretion.
- 5. **Opting Out:** You may opt out of the community features at any time. Upon opting out, your profile will no longer be publicly visible, and you will lose access to the community features. Data associated with your profile will be securely deleted in accordance with our Privacy Policy.
- 6. Liability Disclaimer: We are not liable for any actions, statements, or content shared by community members. This includes but is not limited to defamation, harassment, copyright infringement, or other unlawful activities. You agree to indemnify us against any claims, damages, or liabilities arising from your participation in the community.
- 7. Limitation of Responsibility for User Interactions: We are not responsible for disputes or interactions between users. You agree to resolve any disputes directly with other users and release us from any claims, damages, or liabilities arising from such interactions.
- 8. **Reporting Issues:** If you encounter inappropriate content or behaviour, you may report it to us at hello@bloch.ai. While we may act, we are not obligated to mediate disputes between users or monitor all activity.
- 9. **Termination of Access:** We reserve the right to terminate your access to community features, without notice or liability, for any reason, including but not limited to a breach of these Terms, suspected misuse, or at our sole discretion.
- 10. **Age Restrictions:** Community features are intended for users aged 18 and above. By participating, you confirm that you meet this age requirement.
- 11. **No Guarantee of Availability:** We do not always guarantee the availability of community features and may suspend or discontinue these features without notice.
- 12. **User Interactions**: While we strive to maintain a safe and respectful environment, we are not responsible for any interactions, disputes, or communications between users, whether they occur on or outside of the platform. You agree to engage with other users respectfully and in compliance with these Terms.
- 13. **Indemnity**: You agree to indemnify and hold harmless Bloch AI, its officers, employees, and affiliates, from any claims, damages, losses, or legal expenses arising out of or related to your conduct within the community features or any breach of these Terms.

14. Security and Technical Requirements

Account Security

You are solely responsible for maintaining the confidentiality of your account credentials, including passwords, and for all activities that occur under your account. You agree not to share your credentials with any unauthorised third parties or use your account for any unlawful or unauthorised purposes. Bloch AI reserves the right to suspend or terminate your account if we suspect misuse, including but not limited to:

- Sharing credentials with unauthorised users.
- Using automated tools or bots to access the website.

• Attempting to gain unauthorised access to restricted areas of the website.

If you suspect or become aware of any unauthorised access, use, or security breach involving your account, you must notify us immediately at hello@bloch.ai. Bloch AI shall not be held liable for any loss or damage arising from your failure to maintain the security of your account credentials.

Device Security

You are responsible for ensuring that any devices used to access our website or services are secure. This includes maintaining up-to-date antivirus software, firewalls, and secure internet connections. Bloch AI is not responsible for any security breaches, viruses, or malware originating from your devices.

Technical Requirements

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Our website is optimised for use with current, stable versions of major web browsers (e.g., Chrome, Firefox, Safari, and Edge). We do not guarantee compatibility with beta, development, or outdated versions of browsers, or with browsers that are no longer supported by their manufacturers. It is your responsibility to ensure that your browser and operating system are up to date to avoid technical issues when accessing our website and services.

Service Downtime and Disruption

While we take reasonable steps to ensure the security and availability of our website, we do not guarantee uninterrupted access. Bloch AI shall not be held liable for any service disruptions, delays, or technical issues arising from:

- Scheduled maintenance or updates.
- Internet service provider issues.
- Incompatibility with your browser, device, or operating system.
- Security incidents, cyberattacks, or other external factors beyond our control.

Liability for Security Breaches

Bloch AI is not liable for any losses or damages resulting from:

- Your failure to maintain the security of your account credentials or devices.
- Your use of unsupported or outdated software, browsers, or devices.
- External breaches caused by third-party services, software, or hardware used in connection with our website or services.

Misuse Detection

We reserve the right to implement measures to detect and prevent misuse of your account or unauthorised access to our services. These measures may include, but are not limited to, activity monitoring and temporary account suspension during investigations.

15. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable for any reason, that provision shall be deemed modified to the minimum extent necessary to make it enforceable. If such modification is not possible, the relevant provision shall be deemed severed from these Terms, and the remaining provisions shall continue in full force and effect, unaffected and enforceable to the maximum extent permitted by law.

16. Changes to Terms

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We reserve the right to modify, amend, or update these Terms at any time at our sole discretion and without prior notice. Any changes will be effective immediately upon posting to the website. It is your responsibility to review these Terms periodically for updates. Your continued use of our website, services, or products following the posting of any changes constitutes your full acceptance of those changes. If you do not agree to the updated Terms, you must cease using the website and associated services immediately.

Changes to these Terms will apply prospectively from the date of posting and will not have retroactive effect. Any purchases, agreements, or actions made before the date of posting will remain governed by the Terms in place at that time unless otherwise agreed in writing.

We are not obligated to notify you individually of updates to these Terms. It is your responsibility to check this page periodically for changes.

18. Third-Party Content and Links

Our website may include links to third-party websites, blogs, news articles, or other external content ("Third-Party Content") for your convenience and information. You acknowledge and agree that:

- **No Endorsement**: The inclusion of any Third-Party Content does not constitute our endorsement, approval, or recommendation of the content, its creators, or their opinions.
- **No Liability**: We are not responsible for the availability, accuracy, legality, security, or reliability of any Third-Party Content. You access such content at your own risk, and we disclaim all liability for any loss or damage arising from your use or reliance on it.
- **User Responsibility**: You are solely responsible for evaluating the suitability, accuracy, and risks associated with any Third-Party Content before acting upon it, including providing personal information or making purchases through third-party links.
- **Reporting Issues**: If you believe any Third-Party Content linked on our website is inappropriate or harmful, please notify us at hello@bloch.ai, and we may review and act at our sole discretion.

19. Proprietary Content: Blogs, News, and Case Studies

Any blogs, news articles, case studies, white papers, or any other content created by us ("Proprietary Content") are provided for general informational purposes only. While we strive to ensure accuracy, we do not guarantee the completeness, reliability, or relevance of this content for your specific circumstances.

Proprietary Content does not constitute professional, legal, financial, or business advice. You should not act or refrain from acting based solely on the information provided in our content without seeking independent advice suited to your needs.

Proprietary Content is provided "as-is," without any warranty of any kind, express or implied, including but not limited to warranties of fitness for a particular purpose, merchantability, or non-infringement.

To the fullest extent permitted by law, we disclaim all liability for any direct, indirect, incidental, consequential, or punitive damages arising from your use of or reliance on Proprietary Content. This includes but is not limited to:

 \circ $\,$ Decisions or actions you take based on the information.



o Any inaccuracies, omissions, or errors in the content.

For detailed guidance, white papers, or technical advice published as part of our Proprietary Content, we include a disclaimer stating that users should apply such guidance at their own risk. Users are responsible for assessing its applicability to their specific needs and circumstances.

All Proprietary Content is owned by us and is protected under copyright, trademark, and other intellectual property laws. You may not copy, reproduce, republish, or distribute this content without our express written permission.

We reserve the right to update, modify, or remove Proprietary Content at any time without prior notice. We are not obligated to inform you of changes to previously published materials.

If you believe any Proprietary Content is inaccurate or inappropriate, you may notify us at hello@bloch.ai, and we may review and address the issue at our sole discretion.

19. Contact Information

We value your questions and feedback. For any inquiries, please contact us using the following methods:

Email: hello@bloch.ai

Postal Address:

Bloch.ai Linley House Dickinson Street Manchester M1 4LF United Kingdom

We strive to respond to all inquiries within a reasonable timeframe. Please note that we may not respond to repetitive, or abusive inquiries. For urgent matters, please indicate this in your communication, and we will prioritise your query where possible. Any communication sent to us, whether via email or postal mail, is subject to our Privacy Policy. We recommend that you avoid including sensitive information unless explicitly requested.