

# Terms of Service

## 1. Terms of Service

- 1.1. These terms of service (the “**Agreement**” or “**Terms**”) represent an agreement between you (“**you**” or “**Customer**”) and wflow.com Czech Republic s.r.o., ID No.: 072 12 241, with its registered office at Pobřežní 658/34, Karlín, 186 00 Prague 8, registered in the Commercial Register maintained by the Municipal Court in Prague, File No.: C 295488 (“**Wflow**”, “**we**” or “**us**”). Wflow is an online platform designed for the safe and secure transmission and circulation of accounting documents and secure archiving to its users (“**Customers**”). You must read, agree to, acknowledge and accept all of the terms and conditions contained in this Agreement in order to use our wflow.com website (the “**Website**”) and any affiliated websites, including mobile websites and applications owned and operated by us, our predecessors or successors in interest, or our affiliates (collectively, the “**Platform**”) and use all services, applications, software, features and products that are accessible through the Platform and that link to this Agreement, whether provided by us or our affiliates (collectively, the “**Services**”). Your Agreement with us also includes the Privacy Policy available at <http://wflow.com/en/privacy-policy> and Cookie Policy available at <http://wflow.com/en/cookies>.
- 1.2. By using our Services, you agree that you have read, understood, and accepted these Terms. If you do not understand, accept or agree with these Terms, you may not access or use the Services. These Terms constitute a binding, legal contract between you and Wflow.
- 1.3. Wflow reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms, at any time. It is your responsibility to check these Terms periodically for changes. Your continued use of the Services following the posting of changes will mean that you accept and agree to the changes.

## 2. Customer Account

- 2.1. When you create an account, you must provide us with accurate information in good faith, and you agree to keep it updated if the provided information changes. By creating an account on behalf of a company, you warrant to us that you have all the necessary authority to bind such a company to these Terms (the “**Account**”).
- 2.2. To create your Account, we will need the following information:
  - Name;
  - Company email address;
  - Company name;
  - Telephone number;
  - Password.
- 2.3. You are responsible for the security of your Account and for anything that happens on it when anyone is logged into it. If you believe your Account has been compromised, contact us immediately at [support@wflow.com](mailto:support@wflow.com).

### **3. Customers**

- 3.1. You, as the Customer, or any end user to whom you grant access to your Account are entitled to use the Services specified in the Fee Offer, as defined in Section 8 (the “**Users**”).
- 3.2. When creating an Account, you will be required to set your login credentials. If we create an Account for you, we will send you an invitation which, upon clicking on it, will invite you to create your login credentials.
- 3.3. You can update the list of Users by sending us an email to: [sales@wflow.com](mailto:sales@wflow.com).

### **4. Account Deletion and Suspension**

- 4.1. If you wish to permanently delete your Account, please contact us via email at [support@wflow.com](mailto:support@wflow.com).
- 4.2. We may delete or suspend your account at any time at our discretion.
- 4.3. These Terms remain in force even if you no longer have an Account with us.

### **5. Scope of Services**

- 5.1. The Services which Wflow can provide to you include but are not limited to uploading accounting documents, extracting data, interfacing to other systems, approving invoices, and the storing of such documents. The full scope of the Services is set out in full on our Website.
- 5.2. Wflow reserves the right to update, change or discontinue certain features of the Services in its sole discretion. Should such change materially affect the Services, we will attempt to inform you in advance if possible.
- 5.3. Wflow undertakes to provide the Customer with a hot-line service (help-desk) from Monday to Friday from 9:00 to 17:00 except for public holidays in the Czech Republic at [support@wflow.com](mailto:support@wflow.com) or via the INTERCOM platform integrated on the Website.

### **6. Misuse of Services and/or the Platform**

- 6.1. You are responsible for all activity in your Account. You may use your Account in a manner that can be considered reasonable, customary and does not abuse the rights or legitimate interests of Wflow or third parties. Not limiting the generality of the foregoing, you are for instance prohibited from uploading documents which are illegal or irrelevant (such as your personal photos) or you are prohibited from abusing the API endpoints by sending unnecessary queries.
- 6.2. The Account is linked to you and it cannot be used by another entity, sold to another entity or transferred to another entity.
- 6.3. If we discover any content in your Account which breaches these Terms, we may, at our sole discretion, delete such content. If we reasonably believe that any content on our

Platform violates these Terms or may be harmful to us or that you are using the Platform and/or Services, we may also suspend or terminate your Account in our sole discretion.

6.4. Violation of this Section shall be considered a material breach of this Agreement.

## 7. Order, Fee Offer and Fee

7.1. The fees shown on our Website are illustrative and not binding on Wflow.

7.2. You can order the Services by filling out a form or requesting a call on our Website or by contacting us via email at [sales@wflow.com](mailto:sales@wflow.com) (the “**Order**”). Upon submitting your Order, we will send you a fee offer (the “**Fee Offer**”), in case of your request along with the contract proposal, or these Terms. The Fee Offer will include the ordered Services and will be valid for a limited period of time. If you wish to accept the Fee Offer, return it signed within the time limit provided.

7.3. The accepted Fee Offer forms part of this Agreement and is governed by these Terms. The amount of the final fee which you are liable to pay Wflow will always depend on the total sum of all active Users and the number of extracted documents in a given month and is governed by the Fee Offer (the “**Fee**”).

7.4. If you wish to amend the accepted Fee Offer, e.g. change the number of active Users, you can do so in your Account or you can contact us via email at [support@flow.com](mailto:support@flow.com).

7.5. All prices are quoted exclusive of VAT and VAT will always be added to the Fee in accordance with applicable law.

7.6. Wflow can, in its sole discretion, update the Fee Offer (the “**Updated Fee Offer**”) and is under an obligation to communicate it to you along with a date on which the Updated Fee Offer becomes effective. If you do not accept the Updated Fee Offer, you can terminate this Agreement. Such termination will be in effect on the date on which the Updated Fee Offer, if accepted, would have become effective.

## 8. Payment

8.1. We will issue you an invoice for the Services rendered no later than the 15th day of the month following the month for which the Fee is charged, unless we find out the information necessary for invoicing for the use of the Service later. The invoice for (i) the monthly billed Service shall be payable no later than 10 days and (ii) the annually or similarly billed subscription shall be payable no later than 20 days from the date of its receipt in accordance with Section 17.

8.2. The date of issuance of the tax invoice shall be deemed to be the date of partial taxable event.

## 9. Security

- 9.1. Any database consisting of data entered by the Customer when using the Services is the property of the Customer and the Customer is responsible for its contents (the “**Data**”). The purpose of the Platform is only to facilitate the Customer’s use of the Data and we shall not be liable for any damages resulting from any breach of security or integrity of the Data by the Customer.
- 9.2. Wflow will use reasonable endeavours to properly secure the Data against loss, breach or unauthorised access in accordance with standard market practice. Data security is implemented at the Platform level using standard attack protection (e.g. communication with the server is encrypted with an SSL security certificate, login to the application is via the OAuth 2.0 protocol, data on the servers is encrypted with a 256-bit AES algorithm). We are also hosting the Platform with a leading provider of professional B2B infrastructure services, and taking the necessary measures to minimize the risk of any compromise to the security or integrity of the Data.
- 9.3. As the Platform is a cloud-based tool designed, inter alia, to work with data, Wflow may process personal data of third parties that the Customer has uploaded into or collected through the Platform (the “**Personal Data**”), as a processor for the Customer in the performance of the Agreement. This processing is governed by the personal data processing agreement, the content of which is attached as Annex 1 to these Terms, and thus becomes an integral part of the Agreement.

## 10. **Intellectual Property**

- 10.1. Wflow has invested considerable effort and resources into the development of its intellectual property including but not limited to the Platform, the Services and any other software, features, functionalities, design, works of authorship of any kind, information or other materials made accessible to you by Wflow (the “**Intellectual Property**”). Wflow gives you the right to use the Intellectual Property for the purpose of using the Services and/or the Platform on an “as is”, non-exclusive basis without any warranties other than those stated in these Terms for the duration of the provision of Services, but you understand and agree that all such Intellectual Property remains the sole property of Wflow and its suppliers and at no time do you acquire any rights other than those expressly conferred by these Terms, unless authorized in advance by Wflow in writing. Wflow reserves the right to remove Customer’s access to any Intellectual Property upon the termination of the provision of Services.
- 10.2. You further undertake not to attempt to reverse engineer or in any other way access the source code of any Intellectual Property. You may not circumvent technical protections or other restrictions associated with the Platform or the Services, except that such activity is expressly permitted by applicable law, notwithstanding this limitation. You may not use the Intellectual Property to create any software that is substantially similar to the Services. You may not circumvent any technological safeguards in or related to the Services and/or the Platform, nor may you allow unauthorised third party applications to access the Services.
- 10.3. If you give feedback on the Services, for example, recommendations for improvements or features, such feedback will be deemed non-confidential and non-proprietary, and implementation of that feedback is owned by Wflow and may become part of our Intellectual Property without compensation to you.

- 10.4. Either party shall have the right to use on its website and in its marketing materials the other party's logo and name and grants to that other party a revocable license to such extent.

## 11. Confidential Information

- 11.1. Both Wflow and the Customer agree that all financial, business and technical information (e.g. business and marketing plans and strategies, business relationships, vendor information and customer information, source code, and trade secrets), including any information disclosed by or on behalf of Wflow or the Customer in relation to the provision of Services that is of nature that should reasonably be considered to be confidential and sensitive constitute each party's "**Confidential Information**".
- 11.2. Wflow and the Customer represent and warrant that they will hold in strict confidence, and exercise all reasonable precautions to prevent unauthorized access to, and not disclose or, except for performing their obligations and exercising their rights hereunder, use any Confidential Information.
- 11.3. However, the foregoing obligations shall not apply to any Confidential Information that the recipient can demonstrate is (a) previously known by it without restriction; (b) rightfully furnished to it without restriction by a third party; (c) generally available to the public without breach of these Terms; (d) independently developed by it without reference to or use of any of the discloser's Confidential Information; or (e) used or disclosed with the express permission of the discloser.
- 11.4. If the recipient is required to disclose Confidential Information pursuant to any judicial or administrative process or order, it shall, as soon as practicable and prior to any such disclosure, give the discloser sufficient notice and reasonable assistance to contest such requirement or order should it wish to do so.
- 11.5. The obligations under this Section shall survive the termination of the Agreement for a period of three (3) years. A party that breaches its obligations under this Section shall be obliged to pay to the other party a contractual penalty of one hundred thousand crowns (CZK 100,000) for each breach of such obligation. The right to compensation for damages shall not be affected by the exercise of any such contractual penalty.

## 12. Third Party Applications

- 12.1. You can grant Wflow access to your third-party accounts, such as Google, to log into your Account and use any additional features. You can revoke Wflow's access to these accounts at any time by using the relevant third-party's security settings page.
- 12.2. To the extent that any services, tools or content provided by third parties can be accessed through the Platform (the "**Third Party Providers**"), the terms and conditions of the Third Party Providers shall apply and by using the Platform you stipulate that you agree to their terms and conditions. For instance, Rossum or Dativery are integrated into the Platform and you can find their terms of use at [https://drive.google.com/file/d/1Lr4WbcK216CGk\\_r9mijNLWkSVV42udbM/view](https://drive.google.com/file/d/1Lr4WbcK216CGk_r9mijNLWkSVV42udbM/view) (The

number of extracted pages to be invoiced is determined on the basis of the conditions set by ROSSUM at the following link: <https://rossum.ai/help/article/rossum-data-extraction-billing/>) or <https://www.dativery.com/en/company/terms/> respectively. Other Third Party Providers are set out on the Website.

- 12.3. Wflow has no control over, and assumes no responsibility for the content, privacy policies, or practices of any Third Party Providers. We do not warrant the offerings of any of these entities/individuals or their websites or software. You acknowledge and agree that Wflow shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such Third Party Providers.

### **13. Limitation of Liability**

- 13.1. To the extent permitted by law, we will not be, under any circumstances, liable to you or any of your affiliates for incidental, consequential, punitive, special or any other similar damages arising out of or related to this agreement, including but not limited to lost profits or loss of business even if we were apprised or should have known of the likelihood of such damages occurring. Under no circumstances will our total liability of any kind arising out of or related to this Agreement, regardless of the forum and regardless of whether any action or claim is based on contract, tort, or otherwise, exceed the Fee we have received from your use of our Platform and/or Services during the four (4) months immediately preceding the date of the event giving rise to the claim but not more than CZK 50,000. The existence of more than one claim shall not increase this limit.
- 13.2. For the avoidance of any doubt, we are not liable for the legal archiving of data and we strongly advise you to periodically backup any Data contained in your Account.
- 13.3. For the purposes of this Section, “we” and “our” (and other uses of the first person plural) are defined to include our subsidiaries, affiliates, officers, directors, employees, agents, consultants and third party service providers.

### **14. Disclaimer**

- 14.1. Your access to and use of our Platform and/or Services is at your own risk. We have the right to make changes and update any information contained on our Platform without notice. We strive to describe each Service offered on the Platform as accurately as possible. However, we do not warrant that the Service specifications, prices or other content provided on our Platform are complete, accurate, reliable, current or error-free and we will have no liability for them to the fullest extent permitted by law.
- 14.2. The Platform and the Services on it are provided “as is” and without warranties of any kind. Any warranty of merchantability, fitness for a particular purpose, non-infringement, or any other warranty is excluded to the maximum extent permitted by applicable law.
- 14.3. The disclaimer under this Section also applies to our subsidiaries, affiliates and third party service providers.

### **15. Indemnification and Insurance**

- 15.1. To the extent permitted by applicable law, you will indemnify us against all losses and liabilities, including attorneys' fees, arising out of these Terms or relating to your use of our Services and/or Platform. We reserve the right to the exclusive control of the enforcement and defense of any claim covered by this Section. If we choose to exercise this right, you agree to provide us with all the necessary cooperation.
- 15.2. Your obligation to indemnify us under this Section also applies to our subsidiaries, affiliates, officers, directors, employees, other agents and third party service providers.

## **16. Notices**

- 16.1. Any action to be taken under the Agreement in writing must be delivered to the address of the Party listed in the Agreement title either (i) personally; (ii) by registered mail; or (iii) by e-mail.
- 16.2. A notice or other communication shall be deemed to be duly given and effective when:
  - 16.2.1. successfully sent via the correct e-mail address to the other Party;
  - 16.2.2. the other Party mistreated or denied the delivery.
- 16.3. If more than one day can be considered to be the day of the delivery under the above rules, the day of effective delivery shall be the earlier day.

## **17. Term and Termination**

- 17.1. This Agreement is entered into for an indefinite term.
- 17.2. Parties may terminate the Agreement for any reason upon a 3-month written notice (including email) sent to the other party in accordance with Section 17. The notice period shall commence on the first day of the calendar month following delivery of the notice to the other party. The termination shall be effective on the first day of the month following the month in which it is delivered to the other party, unless the party giving the notice specifies a later date in the notice. Throughout the notice period, you are obliged to duly pay the Fee to Wflow and Wflow is obliged to provide the Services to you. For the avoidance of any doubt, termination of the annually or similarly billed subscription of the Service does not entitle the Customer to a refund of the Price paid, including the part corresponding to the price for unused months of the Service or mining and/or other capacities.
- 17.3. This Agreement may also be immediately terminated if a party to it materially breaches its obligations under this Agreement. A serious breach shall be deemed to be, in particular, (i) the reasons for withdrawal from the Agreement pursuant to the provisions of Sections 2002 et seq. of Act No. 89/2012 Coll., Civil Code, as amended, (ii) the fact that the Customer enters into liquidation, (iii) if a final decision of a competent court confirms that the Customer is bankrupt, or (iv) if this Agreement designates a certain breach of an obligation a "material breach".
- 17.4. Wflow may also terminate the Agreement and remove your access to the Platform immediately with or without notice if Wflow determines in its sole discretion that you have

violated these Terms or other agreements or guidelines which may be associated with your use of the Platform and/or the Services.

- 17.5. Wflow may also terminate the Agreement and remove your access to the Platform if you have failed to pay the Fee within the time limit set and with an additional grace period of ten (10) days.
- 17.6. Termination will not void the obligations and claims of the Parties which, in accordance with the Agreement and the applicable legislation, shall continue after the termination of the Agreement. For avoidance of any doubt, these include, but are not limited to, the Intellectual Property Rights, the confidentiality and data protection obligations, monetary claims and claims for damages.
- 17.7. Upon termination of the Agreement, Wflow shall provide the Customer with an option to archive its data long-term and/or export it in a commonly used one-off database format according to the actual pricing.

## **18. Dispute Resolution and Applicable Law**

- 18.1. These terms shall be governed by and construed in accordance with the laws of the Czech Republic. The application of the conflict of laws rules is excluded.
- 18.2. The parties to this Agreement shall firstly strive to resolve any dispute arising out of these Terms amicably. If the dispute cannot be resolved amicably, any such dispute shall be subject to the exclusive jurisdiction of the competent courts of the Czech Republic.

## **19. Miscellaneous**

- 19.1. These Terms and any referenced terms and policies constitute the entire agreement between you and us and supersede all prior agreements.
- 19.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 19.3. No delay, act or omission by either Party in exercising any right or remedy shall be deemed to be a waiver of that or any other right or remedy.
- 19.4. Section and paragraph headings shall not affect the interpretation of the Agreement.

Effective from February 22, 2023



## Annex No. 1 of the Terms of Service

### DATA PROCESSING AGREEMENT

#### 1. Introductory Provisions

- 1.1. This agreement, within the meaning of Article 28 (3) of the regulation (EU) 2016/679 of the European Parliament and of the Council, the General Data Protection Regulation (the "**GDPR**"), is entered into as part of the Agreement between Wflow and the Customer on the basis of the Terms (the "**DPA**"). All terms used in the Terms shall have the same meaning for the purposes of this DPA. The DPA relates to the processing of the Personal Data (as further specified in Section 3. of the DPA) (the "**Processing**") in respect of which the Customer acts as a data controller and Wflow processes it for the Customer as a processor.

#### 2. Obligations

- 2.1. The Customer, as the controller of the Personal Data, undertakes that it will have a valid legal basis for the relevant Processing at all times during the processing of the Personal Data in the Platform and that it will comply with all of its legal obligations to data subjects, in particular the information obligation. The Customer further agrees to immediately remove Personal Data from the Platform that it does not have a valid legal basis for processing in the Platform.
- 2.2. Wflow undertakes to process Personal Data only on the basis of the Customer's instructions arising from the DPA, or which the Customer enters through its Account, as the case may be. Instructions are limited by the scope of Wflow's obligations under the DPA. Wflow will notify the Customer if it believes that its instructions violate the law.
- 2.3. Customer data will not be transferred to non-EU, i.e. third countries.
- 2.4. Wflow agrees to maintain confidentiality with respect to all Personal Data and to ensure that all persons authorized to process Personal Data on Wflow's side are bound by contractual or legal obligations of confidentiality, including any additional processors engaged by Wflow in the Processing. The obligations of confidentiality shall survive the termination of the DPA.
- 2.5. The following are involved in the Processing of Personal Data as additional processors under contract:
- Microsoft Azure, Data Center in Dublin, Ireland
  - Microsoft Azure, Data Center in Amsterdam, Netherlands
  - Rossum Ltd, UK
  - PDF GENERATOR API (Actual Reports OÜ)
- 2.6. The Customer, as the controller, grants Wflow general permission to make changes to the involvement of the sub-processors. Wflow will notify the Customer at least 30 days prior to the addition or replacement of the sub-processors. The Customer may object to changes regarding the sub-processors involved in the Processing within ten (10) calendar days of such a notice. In such a case, Wflow and the Customer will work together in good faith to resolve the grounds for the objection.
- 2.7. Any other processor involved in the Processing carried out by Wflow shall be contractually bound by the same obligations as under this Agreement.
- 2.8. Wflow agrees to implement the technical and organizational measures described in Section 4 of the DPA.

- 2.9. Wflow shall assist the Customer, to the extent reasonably practicable, in fulfilling its obligation to respond to requests to exercise the rights of the data subject, if the requests of the data subject cannot be addressed directly in the Account. If Wflow receives a request addressed to the Customer, Wflow will forward the request to the Customer without undue delay.
- 2.10. Wflow will assist the Customer, to the extent reasonably practicable, in complying with the Personal Data security obligations, reporting and notifying security breaches, assessing the impact of the Processing on data protection, and consulting with the supervisory authority, taking into account the nature of the Processing and the information available to the Customer. Wflow shall report any breach of Personal Data of which it becomes aware to the Customer without undue delay.
- 2.11. Upon termination of the Agreement, Wflow shall delete the Personal Data and copies thereof, unless required by law to be retained. As the Personal Data is processed only in electronic form and the Customer has access to it, Wflow is not obliged to return the Personal Data to the Customer on a data carrier.
- 2.12. Wflow will provide the Customer with all information necessary to demonstrate that the obligations set out in Article 28 of the GDPR have been complied with and will facilitate and contribute to audits, including inspections, carried out directly by the Customer or by an auditor appointed by the Customer within reasonable timescales.

### **3. Description of Processing**

- 3.1. Wflow will perform the Personal Data Processing specified below for the Customer as a processor (only in terms of providing the technical solution in the form of the Platform):
- 3.1.1. Subjects and data type:
- Users of the Application (identification and contact details);
  - subjects that have their personal data included in the documents uploaded to the Platform by the Customer (identification and contact data, data on the relationship to the third party);
- 3.1.2. Processing operations: in particular collection, organisation, storage, retrieval, sorting, disclosure, use, alteration, erasure;
- 3.1.3. Purpose of Processing: processing and archiving accounting documents for the Customer;
- management of Users' Accounts and their permissions;
  - logging of accesses/changes made by Users of the Accounts;
  - mining the data in the documents uploaded into the Platform by the Customers;
- 3.1.4. Nature of Processing: predominantly automated, partly manual;
- 3.1.5. Duration of Processing: For the duration of the Agreement between Wflow and the Customer, unless Personal Data is removed earlier by the Customer as the controller.

### **4. Technical and organisational measures**

- 4.1. Wflow undertakes to implement and maintain technical and organizational measures in relation to the Processing, at least to the following extent:

- An ISO 27001 certified secure data centre located in the EU with logical (firewall, passwords, roles and permissions) and physical access control measures in place (doors, locks, reception/guarding, electronic security, CCTV);
- Encryption of Customer data in transit;
- Strong password policy in the Platform and encryption of passwords;
- Confidentiality obligations of all Wflow employees with the ability to access Personal Data;
- Conclusion of data processing contracts in accordance with Article 28 of the GDPR with all processors;
- Internal data protection guidelines, including a system for controlling access to Personal Data;
- Regular automatic backups;
- Regular review of the security concept.