

Terms and Conditions of Service Provision

The General Terms and Conditions are valid from 1 April 2024.

1. Terms and Conditions of Service Provision

1.1. These Terms and Conditions of Service (hereafter "**Contract**" or "**Terms and Conditions**" or "**T&C**") constitute an agreement between You (hereafter "**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 kept by the Municipal Court in Prague, file no. C 295488 (hereafter "**wflow.com**" or "**We**"). wflow.com is an online platform that offers its users ("**Customers**") a secure transmission and circulation of accounting documents and their reliable and secure archiving. To use our website [wflow.com](https://www.wflow.com) (hereafter "**Website**") and all associated websites, including mobile websites and applications owned and operated by us, our predecessors or legal successors or our affiliated companies (collectively "**Platform**"), and to use all services, applications, software, features, and products accessible through the Platform and referencing this Agreement, whether provided by us or our affiliated companies (collectively "**Services**"), you must read, agree with, acknowledge, and accept these T&C. Your Agreement with us also includes the Privacy Policy available at <https://www.wflow.com/gdpr> and the Cookie Policy available at <https://wflow.com/cs/cookies>.

1.2. By signing the Price Offer or clicking the acceptance button when the option is made available to you, you enter into a Service Use Agreement with wflow.com (also referred to as "**Contract**"), which includes these T&C. By using our Services, you confirm that you have read, understood, and agree with these T&C. If you do not understand, accept, or agree with these T&C, you are not authorized to use the Services.

1.3. wflow.com reserves the right, at its sole discretion, to change, modify, add, or remove parts of these T&C at any time to a reasonable extent, especially in the event of changes in legislation or contracts with its suppliers. Changes will be notified to you by email or through an announcement made on the Platform. Changes take effect from the specified date, which will be at least 30 days subsequent to the date of the announcement of changes, and apply to all subsequent use of the Service.

1.4. If you do not agree with the changes, you may terminate the Contract with effect after the expiration of a 1-month notice period, which begins on the first day of the calendar month following the delivery of the written termination, and the termination must be delivered to wflow.com prior to the date of effectiveness of the change. In case of termination according to this paragraph, the currently valid T&C apply during the notice period. Your continued use of the Services after the effectiveness of the changes means that you accept and agree with the changes.

2. Customer Account

2.1. When creating an account, you must provide accurate information in good faith and commit to keeping it updated if there are changes. By creating an account on behalf of a company, you guarantee that you have all the necessary permissions and legal capacity to bind this company to these T&C (hereafter "**Account**").

Name;

Company email address;

Company name;

Phone number;



Password.

2.3. You are responsible for the security of your Account and for all activity on the Account while someone is logged in. If you believe that your Account has been compromised, contact us immediately at support@wflow.com.

3. Customers

3.1. You as a Customer or any end user to whom you grant access to your Account are authorized to use the Services specified in the Price Offer further specified in Article 8 of these T&C (hereafter "Users").

3.2. When creating an Account, you will need to set up your login details. If we create an Account for you, we will send you an invitation, upon which after clicking you will be prompted to create your own unique login details.

3.3. You can update the list of Users by sending us an email at: sales@wflow.com.

4. Removal and Suspension of an Account

4.1. If you wish to permanently remove your Account, please contact us by email at: support@wflow.com.

4.2. We may delete or suspend your Account at any time at our sole discretion.

4.3. These T&C remain in effect even if you no longer have an Account with us.

5. Scope of Services

5.1. The Services that wflow.com may provide include, among other things, uploading accounting documents, data mining, linking with other systems, approving invoices, and storing these documents. The full range of services is listed on our Websites.

5.2. wflow.com reserves the right to update, change, or terminate certain features of the provided Services at its sole discretion. If wflow.com removes a feature without replacement and such a change significantly affects the provided Services, we will try to inform you in advance, if possible. In such a case, you may terminate the Contract with effect after the expiration of a 1-month notice period, which begins running on the first day of the calendar month following the delivery of the written notice, and the notice must be delivered to wflow.com within 1 month of the change being made.

5.3. wflow.com commits to providing its Customers with a hotline (help-desk) service from Monday to Friday from 9:00 AM to 5:00 PM, excluding public holidays in the Czech Republic, at support@wflow.com or through the INTERCOM platform integrated on the Website.

6. Obligations Related to User Content Under EU Regulations

6.1. You are responsible for all activity on your Account. Your Account can be used in a manner considered reasonable, customary, and not misusing the rights or legitimate interests of wflow.com or third parties. Among other things, you may not upload documents that are illegal or irrelevant; it is also prohibited to misuse API endpoints by sending unnecessary queries. The Account is associated with you and may not be used by any other entity, sold to any other entity, or transferred to any other entity. Violation of this paragraph is considered a substantial breach of this Contract.



6.2. If we detect content on your Account that violates these T&C, we may remove such content at our discretion or suspend the provision of Services and access to the User Account for a reasonable period and after issuing prior notice. Further, if a notifier, who may be you or another User (hereafter "**Notifier**"), frequently submits evidently unjustified notifications, wflow.com may suspend the processing of notifications after issuing prior notice. When deciding in these cases, wflow.com will consider the number of items of clearly unlawful content or clearly unsubstantiated notifications submitted during a certain period, their share in relation to the total number of pieces of information or notifications, the severity of misuse, the nature of the unlawful content, the consequences of such misuse, and the intent of the recipient of the service, person, entity, or complainant, if possible to deduce.

6.3. wflow.com accepts all notifications containing information concerning user content (especially photographs, videos, review texts) on the Platform that the Notifier (e.g., User) considers to be unlawful. A Notifier can send each notification to wflow.com at the following email address: support@wflow.com. wflow.com allows notifications to contain (minimally) the following information:

6.3.1. An adequately substantiated explanation of the reasons why the Notifier claims that the content in question is unlawful,

6.3.2. A clear indication of the exact electronic location of the content, such as the exact URL, and if necessary, additional information enabling the identification of unlawful content depending on its type,

6.3.3. The name or title of the person submitting the notification and their email address; this does not apply if you report content that you believe constitutes a criminal offense listed in Articles 3 to 7 of Directive 2011/93/EU,

6.3.4. A statement confirming that the person or entity submitting the notification believes in good faith that the information and assertions contained in the notification are accurate and complete.

6.4. If the notification contains electronic contact information of the person submitting the notification, wflow.com will send the Notifier a confirmation of receipt of the notification without undue delay. It will also inform him/her of its decision regarding the information to which the notification relates and provide him/her with information about the available options for redress in connection with this decision. If wflow.com learns of any illegal activity, unlawful content, or content incompatible with these T&C, it may take action to remove it or disable access to it. Alternatively, wflow.com may impose restrictions on the User consisting of assigning worse positions of content in search, suspension, termination or a limitation of monetary payments, suspension, or termination of the provision of the Service to such User, or suspension or cancellation of the User Account. In such cases, wflow.com will provide all affected Users with a clear and specific justification for such restriction. However, if the content is evaluated as compliant with legal regulations and these T&C, it may also decide not to take any action against the content.

7. Order, Price Offer, and Price

7.1. The [prices](#) listed on our websites are illustrative and are not binding on wflow.com.

7.2. You can order the Services by filling out a form or requesting a phone call on our Websites, or you can contact us by email at: sales@wflow.com (hereafter "**Order**"). After sending an Order, we will send you a Price Offer ("**Price Offer**"), and if so requested, a draft contract or these T&C. The Price Offer will include the ordered Services and will be valid for the specified period. If you are interested in accepting the Price Offer, return it signed within the specified deadline.

7.3. An accepted Price Offer forms part of this Contract and is governed by these T&C. The total amount of the price you are required to pay to wflow.com will always depend on the total number of all active Users and the number of documents mined in a given month and is governed by the Price Offer



("Price"). Unless we expressly agree otherwise, the minimum subscription period is 3 months. We cannot offer you a shorter subscription period due to the initial investment associated with implementation.

7.4. If you wish to change the accepted Price Offer, e.g., change the number of active Users, you can do so in your Account or you can contact us by email at: support@wflow.com.

7.5. All prices are listed exclusive of VAT, and VAT will always be added to the Price in accordance with the applicable legal regulations.

7.6. wflow.com may at its sole discretion change prices, introduce new fees, or increase prices. Any changes will be notified to you by email or through an announcement made on the Platform and will take effect at the beginning of the next subscription period. Paragraph 1.4 of these T&C applies similarly, with the exception that any termination must be delivered to wflow.com before the date of commencement of the next subscription period. An exception is the situation when you increase the number of users or other metrics, in which case the new prices apply to all users and other metrics purchased after the announcement of the price change from the moment of their purchase, not from the next subscription period.

7.7. In addition to the previous provisions, the Price is automatically increased each year on March 1st or on another date determined by wflow.com by the rate of inflation expressed by the increase in the average annual consumer price index for the past calendar year announced by the Czech Statistical Office. If the Czech Statistical Office ceases to announce this data, then the data that replaces it or that is most similar to it will be used. The increase will be rounded up to the next whole ten crowns. The increase is applied only if the rate of inflation exceeds 5% since the last price increase under this paragraph.

8. Payments

8.1. The Price may include a certain number of mined documents / time stamps / organizations / storage space / other units during the subscription period. You are required to pay the subscription price even if you do not use all the units. In such a case, unused units expire without any compensation. In the event of termination of the Contract, the price for unused units is not refunded.

8.2. The subscription is payable in advance based on an invoice issued prior to the start of or at the beginning of each subscription period for Services provided for such relevant period. If you exceed the agreed-to number of units in any period, you must pay a fee for excessive use. Fees for excessive use are payable together with the next invoice, however, wflow.com may bill them separately at any time.

8.3. If you are in default with the payment of any due amount, wflow.com may charge you a contractual penalty for delay in the amount of 0.05% of the due amount for each commenced day of delay.

9. Security

9.1. Any database consisting of data entered by the Customer when using the provided Services is the property of the Customer and the Customer is responsible for its content ("Data"). The purpose of the Platform is only to facilitate the Customer's use of the Data and wflow.com is not responsible for any damage resulting from any breach of security or integrity of the Data by the Customer.

9.2. wflow.com will make reasonable efforts to properly secure the Data against loss, disruption, or unauthorized access in accordance with standard practice. The security of the Data is implemented at the Platform level using standard protection against attacks (e.g., communication with the server is encrypted with an SSL security certificate, login to the application is done through the OAuth 2.0 protocol, data on the servers is encrypted with a 256-bit AES algorithm). We host the Platform with a



leading provider of professional B2B infrastructure services and take necessary measures to minimize the risk of any breach of security or integrity of the Data.

9.3. Given that the Platform is a cloud tool designed, among other things, for working with data, wflow.com as a processor for the Customer may process personal data of third parties that the Customer has uploaded to the Platform or collected through it ("Personal Data"). This processing is governed by the personal data processing agreement, the content of which forms Appendix No. 1 to these T&C, and thus becomes an integral part of the Contract. You are responsible for ensuring that you are authorized to transfer all your data to wflow.com and that their use and processing for the purpose of providing the Service does not violate the rights of any third parties, especially intellectual property rights, privacy rights, or obligations set by legal regulations. You must inform the persons whose personal or other data you transfer to wflow.com for the purpose of providing the Service about such transfer to wflow.com as a processor, or obtain consent for such transfer of personal data, if necessary.

10. Intellectual Property

10.1. wflow.com has invested considerable effort and resources in the development of its intellectual property, including the Platform, Services, and any other software, features, functions, design, works of any kind, information, or other materials made available to you ("Intellectual Property"). wflow.com hereby grants you the right to use the Intellectual Property for the purposes of using the Services and/or Platform "as is" on a non-exclusive basis, without any other warranties than those specified in these T&C, for the duration of the provision of the Services. At the same time, you acknowledge and agree that all Intellectual Property remains the exclusive property of wflow.com and its suppliers, and at no time do you acquire any rights other than those expressly granted to you by these T&C unless wflow.com gives express prior written consent. wflow.com reserves the right to remove Customer's access to any Intellectual Property after the termination of the provision of Services.

10.2. Further, you commit not to attempt reverse engineering or any other access to the source code of any Intellectual Property. Regardless of this limitation, you must not bypass technical protections or other restrictions associated with the Platform or Services, except in cases where such activity is expressly permitted by applicable legal regulations. You may not use the Intellectual Property to create any software similar to the Services. You must not bypass any technological protective measures in the Services and/or Platform or protective measures associated with them, and further, you must not enable access to the Services by unauthorized third-party applications.

10.3. If you provide feedback on the Services, such as recommendations for improvement or features, such feedback will not be considered confidential or protected, and the implementation of this feedback is owned by wflow.com and may become part of our Intellectual Property without any compensation being provided to you.

10.4. Each party to this Contract has the right to use the logo and name of the other party on its websites and in its marketing materials and grants the other party a revocable license to this extent.

11. Confidential Information

11.1. wflow.com and the Customer agree that all financial, business, and technical information (e.g., business and marketing plans and strategies, business relationships, information about suppliers and customers, source codes, and trade secrets), including any information communicated by wflow.com or the Customer or on their behalf in connection with the provision of Services, which are of such a nature that they should be reasonably considered confidential and sensitive, constitute "Confidential Information" of each party. Confidential Information does not include data related to the use of the Service, including statistical and performance information related to the operation of the Service,



which we use in anonymized form. By entering into the Contract, or the moment such data are created, you transfer to us the rights related to the data according to the previous sentence.

11.2. wflow.com and the Customer declare and guarantee that they will keep Confidential Information confidential and will take all reasonable measures to prevent unauthorized access to it, and that they will not disclose or use it, except for fulfilling their obligations and exercising their rights under this Contract.

11.3. The above obligations do not apply to Confidential Information that is (a) already known to the recipients without any restriction; (b) lawfully and legitimately provided to the recipients by a third party without any restriction; (c) generally available to the public without violation of these T&C; (d) independently developed without reference to the disclosing party's Confidential Information or without using it; or (e) used or disclosed with the express consent of the discloser.

11.4. If the recipient is required to disclose Confidential Information based on a court or administrative proceeding or order, they must provide the other party with sufficient notice and reasonable assistance as soon as possible and before any such disclosure, to enable the other party to challenge such request or order if it so chooses.

11.5. The obligations according to this article remain in effect even after the termination of this Contract for a period of three (3) years.

12. Third-Party Applications

12.1. For logging into the user account and using any other functions, you may grant wflow.com access to your third-party accounts, such as Google. You can revoke wflow.com's access to these accounts at any time using the security settings page of the respective third party.

12.2. To the extent that access to any services, tools, or content provided by third parties ("**Third Parties**") is possible through the Platform, the T&C of the Third Parties apply and by using the Platform you expressly declare that you agree with their T&C. For example, Rossum and Dativery applications are integrated into the Platform and their T&C of use can be found at https://drive.google.com/file/d/1Lr4WbcK216CGk_r9mjyNLWkSVV42udbM/view. Other Third Parties are listed on the Websites.

12.3. wflow.com has no control over the operations of Third Parties. Therefore, you acknowledge and agree that wflow.com is not responsible for any damage caused by using or relying on the content or services of Third Parties. In case of a problem with Third Parties, you may assert rights arising from the commercial T&C of these Third Parties.

13. Limitation of Liability

13.1. wflow.com is not liable for lost profits caused in connection with outages or other problems with the Services. The total liability of wflow.com arising from this Contract or related to it is limited to the amount corresponding to the Price you paid us for using the Services during the four (4) months immediately preceding the date of the event that led to the claim, but in no case more than 50,000 CZK. The existence of more than one claim does not increase this limit. You expressly waive the right to compensation in excess of this amount.

13.2. For the purposes of this article, the T&C "we" and "our" (and other uses of the first-person plural) are defined to include our subsidiaries, affiliated companies, executives, directors, employees, representatives, consultants, and third-party service providers.

14. Notice



14.1. We reserve the right to make changes and update any information contained on our Platform without prior notice. We strive for the most accurate description of each Service offered on the Platform. However, we do not guarantee that the specifications of the Services, Prices, or other content provided on our Platform are complete, accurate, reliable, current, or error-free, and we bear no responsibility for them to the maximum extent permitted by law.

14.2. The Platform and Services on it are provided "as is", and without any warranties. Any warranty of merchantability, fitness for a particular purpose, non-infringement of rights, or any other warranty is excluded to the maximum extent permitted by applicable law.

14.3. The disclaimer of liability under this article also applies to our subsidiaries, affiliated companies, and third-party service providers.

15. Indemnification

15.1. To the extent permitted by applicable law, you will indemnify us against all losses and liabilities, including legal representation fees, arising from these T&C, or related to your use of our Services and/or Platform. We reserve the right to maintain exclusive control over the enforcement and defence of any claims to which this article applies. If we decide to exercise this right, you agree to provide us with all necessary cooperation to the fullest extent.

15.2. Your obligation to indemnify us according to this article also applies to our subsidiaries, affiliated companies, executives, directors, employees, other representatives, and third-party service providers.

16. Delivery

16.1. Notification or other communication is considered duly made and effective if:

16.1.1. it was sent to the relevant email address of the other party; you agree that we may send notifications to the email address you provided to us when creating the User Account and for sending newsletters, or we may use any other email address through which you have communicated with us; or

16.1.2. the other party thwarted or refused delivery.

16.2. If more than one day can be considered the day of delivery according to the above rules, the day that occurs first is the day of effective delivery.

17. Duration and Termination of the Contract

17.1. This Contract is concluded for an indefinite period.

17.2. The parties may terminate the Contract for any reason based on a three-month written notice (including email) sent to the other party in accordance with Article 16. The notice period begins running on the first day of the calendar month following the delivery of the notice to the other party. The notice becomes effective on the first day of the month following the month in which it was delivered to the other party unless the party giving notice specifies a later date. Throughout the notice period, you are obliged to properly pay the Price to wflow.com and wflow.com is obliged to provide you with the Services. To eliminate all doubts, terminating a prepaid Service does not give the Customer the right to any refund of the Price, including the part corresponding to the price for unused months of the Service or mining and/or other capacities.



17.3. This Contract may also be terminated immediately if either party substantially breaches its obligations under this Contract. A serious breach is considered, in particular, (i) the occurrence of reasons for withdrawal from the Contract according to the provisions of § 2002 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, (ii) the fact that the Customer enters into liquidation, (iii) if a court decision confirms the bankruptcy of the Customer, or (iv) if a certain breach of obligation is designated as a "substantial breach" in this Contract.

17.4. In addition to other cases arising from this Contract or legal regulations, wflow.com may suspend or terminate access to the Service to you or any User with immediate effect, without incurring any obligations or liability, if:

17.4.1. wflow.com receives a court order or public authority order requiring it to do so, or if it finds that a government agency or other body with legal authority has introduced a new, or amended an existing, law, rule, regulation, interpretation, or decision, as a result of which the performance of any part of the Contract by wflow.com would be unlawful or otherwise illegal,

17.4.2. you do not comply with the Contract, violate legal regulations, use the Service beyond the granted rights or for a purpose not permitted by the Contract, participate in fraudulent or illegal activities, or

17.4.3. you do not pay any amount due to wflow.com within the due date, and you do not remedy this within 5 days after we invite you to pay.

17.5. wflow.com may also terminate the Contract with immediate effect and revoke your access to the Platform if you have not paid the Price within the specified period, including within an additional period of ten (10) days.

17.6. Termination of the Contract does not extinguish the obligations and claims of the parties, which according to the Contract and applicable legal regulations persist after the termination of this Contract. To eliminate any doubts, these include, in particular, intellectual property rights, obligations related to confidentiality and data protection, monetary claims, and claims for damages.

17.7. After the termination of this Contract, wflow.com will provide the Customer with the possibility of long-term archiving and/or a one-time backup of data according to the current price list, in a commonly used database format.

18. Dispute Resolution and Applicable Law

18.1. These T&C are governed and interpreted in accordance with the laws of the Czech Republic. The use of conflict of laws rules is excluded.

18.2. The parties will first attempt to amicably resolve any disputes arising from these T&C. If it is not possible to resolve the dispute amicably, each such dispute is subject to the exclusive jurisdiction of the competent courts of the Czech Republic.

19. Miscellaneous

19.1. These T&C and policies represent the complete agreement between you and us and replace all previous contractual relationships.

19.2. If any provision of this Contract is or becomes at any time illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, it will not affect the legality, validity, or enforceability of any other provision of this Contract in that jurisdiction. If any invalid, unenforceable, or illegal provision would be valid, enforceable, or legal if part of it were omitted, this provision will be applied with minimal modifications necessary to make it legal, valid, and enforceable.



19.3. Any delay, act, or omission by either party in exercising any right or remedy is not considered a waiver of this or any other right or remedy.

19.4. Without express prior written consent from wflow.com, you may not offset any claim, right, or obligation arising from the Contract against wflow.com or assign any claim against wflow.com to a third party, however, wflow.com may assign the Contract as a whole to its affiliated partners without your prior consent.

19.5. The headings of articles and paragraphs do not affect the interpretation of the Contract.

Appendix No. 1 to the T&C of Service Provision

DATA PROCESSING AGREEMENT

1. Introductory Provisions

1.1. This agreement is concluded as part of the contract between wflow.com and the customer based on these T&C (hereafter "DPA") in accordance with Article 28(3) of the Regulation of the European Parliament and of the Council (EU) 2016/679, the General Data Protection Regulation ("GDPR"). All terms used in the T&C have the same meaning for the purposes of this DPA. The DPA relates to the processing of personal data (as further specified in Article 3 of the DPA) ("Processing"), in relation to which the Customer acts as the data controller and wflow.com processes personal data for the Customer as a processor.

2. Obligations

2.1. The Customer, as the controller of Personal Data, undertakes to have a valid legal basis for the respective processing throughout the duration of the processing of personal data on the Platform and to fulfil all its legal obligations towards data subjects, especially the information obligation. The Customer further undertakes to promptly remove Personal Data from the Platform for which it does not have a valid legal basis for processing on the Platform.

2.2. wflow.com undertakes to process Personal Data only based on instructions received from the Customer arising from the DPA, or based on instructions entered by the Customer through their Account. The instructions are limited to the scope of wflow.com's obligations arising from the DPA. wflow.com will notify the Customer if it believes that its instructions are contrary to legal regulations.

2.3. Customer data will not be transferred to countries outside the EU, i.e., to third countries.

2.4. wflow.com undertakes to maintain confidentiality with respect to all Personal Data and ensure that all persons authorized to process Personal Data on the part of wflow.com are bound by contractual or legal confidentiality obligations, including all other processors that wflow.com involves in the processing. The confidentiality obligation persists even after the termination of the DPA.

2.5. The following processors participate in the processing of Personal Data based on a contractual relationship with wflow.com:

- Microsoft Azure, data center in Dublin, Ireland
- Microsoft Azure, data center in Amsterdam, Netherlands



- Rossum Ltd, United Kingdom
- PDF GENERATOR API (Actual Reports OÜ)

2.6. The Customer, as the controller, grants wflow.com general permission to make changes in the involvement of subprocessors. wflow.com will inform the Customer at least thirty (30) days before adding or replacing any subprocessors. The Customer may object to changes made concerning subprocessors involved in the Processing within ten (10) calendar days of such notification. In such a case, wflow.com and the Customer will cooperate in good faith to resolve the reasons for such objection.

2.7. Any other processor involved in the Processing conducted by wflow.com is contractually bound by the same obligations as under this Agreement.

2.8. wflow.com undertakes to implement technical and organizational measures described in Article 4 of the DPA.

2.9. wflow.com will assist the Customer to a reasonable extent in fulfilling its obligation to respond to requests for the exercise of data subject rights if data subject requests cannot be handled directly through the Account. If wflow.com receives a request addressed to the Customer, it will forward it to the Customer without undue delay.

2.10. wflow.com will assist the Customer to a reasonable extent in fulfilling the obligations concerning the security of Personal Data, reporting, and notifying data breaches, assessing the impact of processing on data protection, and holding consultations with the supervisory authority, taking into account the nature of the processing and the information available to the Customer. wflow.com will notify the Customer without undue delay of any data breach concerning Personal Data that it becomes aware of.

2.11. After the termination of the Contract, wflow.com will delete all Personal Data and their copies, unless the law requires their retention. Since Personal Data is processed only in electronic form and the Customer has access to it, wflow.com is not obliged to return any Personal Data to the Customer on a data carrier.

2.12. wflow.com will provide the Customer with all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and facilitate and contribute to audits, including inspections, conducted directly by the Customer or an auditor appointed by the Customer within reasonable timeframes.

3. Description of Processing

3.1. wflow.com will perform the following processing of Personal Data, as a processor, for the Customer (only in T&C of providing a technical solution in the form of the Platform):

3.1.1. Subjects and type of data:

- Service Users (identification and contact data);
- subjects whose Personal Data are included in documents uploaded by the Customer to the Platform (identification and contact data, data on the relationship to the Third Party);

3.1.2. Type of processing: especially collection, organization, storage, retrieval, sorting, disclosure, use, modification, deletion;

3.1.3. Purpose of processing:

- processing and archiving of accounting documents for the Customer;
- management of user Accounts and their permissions;



- recording of accesses/changes made by Account Users;
- data mining in documents uploaded by Customers to the Platform;

3.1.4. Nature of processing: mainly automated, partially manual;

3.1.5. Duration of Processing: for the duration of the Contract between wflow.com and the Customer, unless the Customer, as the controller, removes Personal Data earlier.

4. Technical and Organizational Measures

4.1. wflow.com undertakes to establish and maintain technical and organizational measures in connection with the processing, at least to the following extent:

- A secure data center with ISO 27001 certification located in the EU, where logical (firewall, passwords, roles, and permissions) and physical access control measures (doors, locks, reception/guard, electronic security, camera system) are implemented;
- The encryption of Customer data transmission;
- A strong password policy in the Platform and the encryption of passwords;
- A confidentiality obligation of all wflow employees who may have access to Personal Data;
- The conclusion of data processing agreements in accordance with Article 28 of the GDPR with all processors;
- Internal data protection guidelines, including the system of access control to Personal Data;
- A regular automatic backup;
- A regular review of the security concept.

