

# General conditions

## INTRODUCTORY PROVISIONS

These Terms and Conditions are issued by StudyHub Online s.r.o., with registered office at Jindřišská 937/16, Nové Město, 110 00 Prague 1, Czech Republic, ID No.: 11649151, registered in the Commercial Register maintained by the Municipal Court in Prague, file number C 352343 (hereinafter referred to as "Operator" or "we").

The Operator operates a platform available on the website <https://flowlance.com>, serving as an online platform for freelancers to more easily manage the administrative, billing, payment and reporting aspects of their business (the "Platform or Flowlace").

A User is any natural person who visits and uses the Platform operated by Operator (hereinafter referred to as "User").

Terms and Conditions means these Terms and Conditions of the Operator for the operation and use of the Platform, including all their components, regulating in particular the mutual rights and obligations between the Operator and Users arising in the operation and use of the Platform (hereinafter referred to as "Terms").

The User is obliged to familiarize himself with these Terms. By registering on the Platform, the User expressly confirms that he/she has read, understood, agreed to and agrees to be bound by these Terms. The User agrees to these Terms and agrees to be bound by them also by visiting the Platform and actually using it, i.e. even without any registration. By clicking "Continue" or (i) accessing or using any part of the Platform or (ii) using any service offered on the Platform, you agree to these Terms of Service.

To access the Services, you must have created an account through online registration and agree to these Terms of Service.

When registering an account, all users will be asked to create a password. Users are responsible for protecting their passwords and must not disclose them to any third party. Users can change their password directly in their Flowlance account. Users shall be solely responsible and liable for any actions or activities performed under their password, whether or not such actions or activities are authorized by the User. Flowlance shall not be liable for any loss or damage resulting from a User's failure to ensure the security of their password or account.

### Services provided by Flowlance

The basic version of Flowlance is completely free for all users of the platform. The basic version is limited to the number of lessons created in one month. For an accurate and updated description of our services, please visit our Pricing page.

Paid services are priced within the individual plans offered by Flowlance. These prices may be subject to adjustment to reflect market changes or may be temporarily replaced by special/event pricing. Prices are quoted in local currency or in Euros (EUR). For an overview of prices, please see the Pricing page.

The Subscription Term begins on the Subscription Selection Date and continues for the Subscription Term you selected on the Platform and any renewal term until termination.

Subscription applies to the prepaid subscription period YOUR SUBSCRIPTION AUTOMATICALLY RENEWS AT THE END OF EACH SUBSCRIPTION TERM FOR THE NEXT SUBSCRIPTION TERM. YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING. You agree that we may automatically renew your subscription and charge your account on the last day of your subscription term ("Renewal Date") unless you cancel your subscription prior to the Renewal Date. COMPANY WILL AUTOMATICALLY RENEW YOUR SUBSCRIPTION ON THE RENEWAL DATE UNTIL YOU CANCEL YOUR SUBSCRIPTION OR UNTIL FLOWLANCE STOPS OFFERING THE SERVICES.

The renewal payment is due on the renewal date and will be automatically charged to the same credit card you used for the original subscription or last renewal. THE RENEWAL PRICE WILL BE THE CURRENT RATE IN EFFECT AT THE TIME OF RENEWAL. YOU WILL RECEIVE NOTICE OF ANY CHANGES TO THE SUBSCRIPTION PRICE OR THESE TERMS OF SERVICE PRIOR TO RENEWAL.

IF YOU DO NOT WISH TO RENEW, YOU MUST CANCEL YOUR SUBSCRIPTION IN THE SUBSCRIPTION MANAGEMENT SECTION OF YOUR ACCOUNT SETTINGS. SUBSCRIPTION CANCELLATION REQUESTS WILL NOT BE ACCEPTED VIA EMAIL OR CHAT.

### Billing tools

By using Flowlance's billing tool, you authorize Flowlance to collect your name, address, phone number, email address and payment method. In addition, the payment processor or designated payment processor may collect other payment, billing and banking information necessary to process the transaction. As part of the payment process, you agree to provide current, complete and accurate information related to this process. The Company does not store any payment information on its computers or servers.

Payments for invoices created by Users may be processed through third party payment processors available through the Platform. To process invoices through the Platform, Users must create and maintain an account with a designated payment processor. Users are responsible for ensuring that their payment processing account is always valid to ensure that all invoices are processed through the Platform. Your relationship with the Designated Payment Processor is separate from your relationship with Flowlance and is governed by the applicable Payment Processor's Terms of Service.

Flowlance shall not be liable for any loss or damage arising from payments processed or attempted to be processed through the Platform. This includes transactions that are not processed due to a network communication error or for any other reason.

You must not pay yourself or your organisation through Flowlance for any reason. Nor may you make a payment on behalf of a client using their payment details. Flowlance payment service providers

The online payment processing services for Flowlance users are provided by Stripe and are governed by the "[Stripe Connected Account Agreement](#)", which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to these terms or continuing to act as a user on Flowlance, you agree to be bound by the Stripe Services Agreement as it may be amended by Stripe from time to time. As a condition of the Company enabling payment processing services through Stripe, you agree to provide Flowlance with accurate and complete information about yourself and your business and authorize Flowlance to share such information and to share transaction information related to your use of the payment processing services provided by Stripe.

#### Declaration of Content and Disclaimer

Flowlance is not responsible for Content posted by you. You are solely responsible for the Content you post. Flowlance shall not be liable for any damage or harm resulting from Content you post on the Platform. Flowlance reserves the right, but has no obligation, to take any action to restrict or remove access to any Content, whether defective or otherwise, posted by users of the Platform.

By uploading, posting, and publishing Content on the Platform, you further represent and warrant that (1) you have all right, title, license, and permission to upload, post, and publish the Content, including the right to publish and distribute the Content by electronic and digital means, and (2) the Content (a) does not infringe, does not infringe or misappropriate the rights associated with any third party, including, without limitation, the privacy rights, copyrights, trademarks, trade secrets, patents, or other intellectual property rights of any third party; or (b) does not violate any law, regulation, ordinance, or statute.

The User acknowledges and agrees that the Operator remains the exclusive holder of all rights relating to the Platform and that the Platform is protected by Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts, as amended (hereinafter referred to as the "Copyright Act") and other related regulations. The User is granted only the right to use the Platform to the extent and for the purpose set forth in these Terms.

Nothing in these Terms or any other document shall be construed as granting, assigning or transferring to the User any intellectual property rights in the Platform, the Blog and any parts thereof, know-how, trade secrets, documents, technology, patents or expertise owned by the Operator or used in the operation of the Platform by the Operator.

When using the Platform, the User is always obliged to act in such a way as not to violate the rights and legitimate interests of the Operator and to act in accordance with the legal order of the Czech Republic, in particular with the legal norms relating to copyright. The Operator may restrict or completely prevent the User from using the Platform if the User has violated the terms of its use according to these Terms.

In the event of unauthorized use of any part of the Platform without the Operator's consent, the Operator is entitled to use all means to protect its rights and legitimate interests in accordance with the Copyright Act, i.e. in particular the right to demand refraining from interference with copyright and removal of interference, the right to compensation for damages and

Flowlance shall have the right, but not the obligation, in its sole discretion, to review, edit, refuse to post, remove, disable access to or otherwise make unavailable any Content without notice.

Flowlance agrees not to disclose any Confidential Information to any third party for any reason without your prior written consent. The Company will not disclose any Confidential Information to any person or entity. You acknowledge and agree that Flowlance employees will have access to and control over the Content and other Confidential Information to enable Flowlance to provide the Services in accordance with these Terms of Service. Operator represents that only persons authorized by User shall have access to the Personal Information provided by User.

#### PLATFORM AVAILABILITY

The Operator may revise the features of the Platform over time, including but not limited to adding new features, modifying current features and/or removing current features.

The Operator shall use reasonable efforts to maintain the Platform in a manner that minimises errors and interruptions to the availability of the Platform. Users acknowledge that the Platform and the User Account may be temporarily unavailable for scheduled maintenance (in particular, with respect to necessary maintenance of the Operator's hardware and software equipment, or necessary maintenance of third party hardware and software equipment, which for

Operator's operation of the Platform or other related services) or for unscheduled emergency maintenance, either by the Operator or third parties, or for other reasons beyond the Operator's control; the Operator shall use reasonable efforts to inform the User of any scheduled interruption of the Platform. The operation of the Platform may be terminated at any time, whether as a result of a decision of the Operator or for other reasons. In the event of an intention to terminate the operation of the Platform based on the Operator's decision, the Operator shall inform the User at least 15 days before the date of termination. The Operator shall not be liable for any damage caused to Users in connection with the interruption or termination of the Platform.

When using the Platform and Services, you must not: distribute, license, sell or transfer the Services or any part thereof; reverse engineer, decompile or attempt to obtain the source code of the underlying software or other intellectual property used to provide the Services; attempt to gain unauthorized access to the Services or to computers, servers and networks connected to the Services. Post false, inaccurate, misleading, defamatory or harassing content; post obscene or sexually explicit content; violate any law, ordinance, regulation or statute; violate any patent, copyright, trademark, trade secret, right of publicity or other third party right; Attempt to use someone else's account, impersonate another person or entity, misrepresent your affiliation with a person or entity, or create or use a false identity; use the Platform's billing tools to make payments to yourself or your organization; enter payment information on behalf of a third party to process payments through the Platform; distribute or transmit any code, virus or other technology, whether known or yet to be developed, that could harm the Platform or its users; modify, customize or hack the Platform or modify other websites to falsely imply that they are affiliated with Flowlance; distribute or post junk mail, unsolicited or mass electronic communications to Platform users; Use bots, bots or other automated means to access the Platform for any purpose; Take any action that causes or may cause an unreasonable or disproportionately large load on the Platform's infrastructure; Interfere or attempt to interfere with the proper functioning of the Platform, its services or tools.

#### Termination by Flowlance

An established account may be terminated by either party at any time at its sole discretion. Account holders may deactivate their account at any time by emailing a request to: [info@flowlance.com](mailto:info@flowlance.com)

Flowlance may temporarily suspend a User's account at any time, without notice or liability, if:

- you violate these Terms of Service;
- Flowlance is unable to verify account information;
- Flowlance determines that you have engaged in improper or fraudulent activity in connection with the Platform and/or Services, or that your actions may cause Flowlance legal liability or financial loss;
- Flowlance believes you are violating the rights of third parties; the account holder declares bankruptcy or insolvency; and/or you fail to pay applicable fees.

#### Customer support

Flowlance is available at [info@flowlance.com](mailto:info@flowlance.com) to address any issues regarding your use of the Platform.

Most problems can be solved quickly in this way.

#### Full agreement

These Terms of Service constitute the entire agreement between you and Flowlance and supersede all prior or contemporaneous written or oral agreements between the parties relating to the subject matter contained herein.

These Terms and Conditions and all rights and obligations of the User and the Operator are governed by the laws of the Czech Republic.

The Operator is entitled to unilaterally change and amend the wording of these Terms and Conditions. The Operator shall always notify the changes to the Terms and Conditions at least 10 days prior to their effective date, indicating the effective date of the changes, by displaying a notice on the Platform, in the User's account or via the User's email. If the User does not agree with the change, he/she has the right to notify the Operator in writing that he/she does not agree with the new wording of the Terms or to request cancellation of his/her User Account; in such case, his/her User Account will be cancelled by the Operator. If the User does not notify his/her disagreement with the new wording of the Terms by the effective date of the change by any of the above mentioned methods, the User agrees to the change and undertakes to comply with the new wording of the Terms. Upon the new Terms becoming effective, the original Terms will cease to be effective.

In the event that a dispute arises between the Operator and the User under the Platform Use Agreement that cannot be resolved by mutual agreement, the Consumer may submit a proposal for out-of-court resolution of such dispute to the designated entity for out-of-court resolution of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Štěpánská 44, 110 00 Prague 1, e-mail: [adr@coi.cz](mailto:adr@coi.cz), website: [adr.coi.cz](http://adr.coi.cz)

These conditions are effective from 22.3.2023