

Terms and Conditions

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("**you**"), and StudyHub Online s.r.o., with its registered office at Jindřišská 937/16, Nové Město, 110 00 Praha 1, Tax ID 11649151, VAT No. CZ11649151, File No. C 352343, kept by the Municipal Court in Prague. ("**Flowlance**" or "**we**").

You agree that by using and/or accessing the App or the Service provided to you through its website located at <https://flowlance.com>, you have read, understood, and agreed to be bound by these Terms. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THE APP OR THE WEBSITE.

1. Definitions

- 1.1. "**Account**" refers to the profile created by the Creator to access, manage, and use the App and Service.
- 1.2. "**App**" refers to the online platform located on the www.flowlance.com website or any other accompanying websites and apps provided by Flowlance.
- 1.3. "**Content**" refers to any information, graphic, text, image, software, sound file, video, communication, data, metadata, photograph, compilation, work in any form or medium, technology, or other types of content uploaded by you in the App or the Flowlance Academy.
- 1.4. "**Copyright Act**" means Act No. 121/2000 Coll., on Copyright and Rights Related to Copyright, as amended.
- 1.5. "**Creator**" refers to you as a registered user with the Account in the App who offers goods and services through the App.
- 1.6. "**Creator's content**" refers to the Creator's digital goods, content, and services uploaded in the App and accessible to Users through the App (e.g. in the store, in newsletter, Creator profile).
- 1.7. "**Customer**" refers to you as a user who uses the App to search for goods and services offered by Creators.
- 1.8. "**Flowlance**" refers to StudyHub Online s.r.o., with its registered office at Jindřišská 937/16, Nové Město, 110 00 Praha 1, Tax ID 11649151, VAT No. CZ11649151, File No. C 352343, kept by the Municipal Court in Prague
- 1.9. "**Flowlance Academy**" refers to a free platform for sharing your expertise with solopreneurs from all around the world, located at <https://academy.flowlance.com>
- 1.10. "**Free plan**" refers to a free-of-charge limited version of the App with restricted functionality for Creators who are not subscribed to a paid Subscription plan.
- 1.11. "**Payment processor**" refers to our third-party payment processors who process fees and payments for us.
- 1.12. "**Price list**" refers to our pricing page describing the available subscription plans, their features, and the applicable fees for use of the App, accessible at: <https://www.flowlance.com/pricing>
- 1.13. "**Service**" refers to any Flowlance service offered and provided within the App or a service provided directly by the Flowlance representatives.
- 1.14. "**Subscription**" refers to any of paid subscription plan in accordance with our Price list, that can be selected to use the App after you sign up and provide us with your credit card details or other payment method.
- 1.15. "**Terms**" refers to these Terms and Conditions available at <https://app.flowlance.com/static/Terms.pdf>.
- 1.16. "**Trial Period**" refers to 7-day trial of Subscription at no charge.

1.17. **"User"** refers to Creators and Customers.

2. Users and Responsibilities

- 2.1. The App is intended for use by professionals and entrepreneurs.
- 2.2. The App and the Service are not intended for children. You must be at least 16 years old to use the App otherwise you must have the consent of a parent or guardian.
- 2.3. By registering or otherwise accessing or using the App or the Service, you agree that you have read, understood, and will abide by these Terms. You expressly represent, warrant, and agree that you will not:
 - 2.3.1. do anything that could disable, overburden, or impair the proper functioning of the App;
 - 2.3.2. use any automated means to access any part of the App;
 - 2.3.3. except as expressly authorized by law reverse engineer, decompile, disassemble, translate, reconstruct, transform, or extract any part of the App;
 - 2.3.4. change, modify, or otherwise alter the App except as expressly authorized by law;
 - 2.3.5. upload any materials that, in the sole judgment of Flowlance, are objectionable or which restrict or inhibit any other person from using or enjoying the App, or which may expose Flowlance or other Users to any harm or liability of any type;
 - 2.3.6. use or attempt to use the App in a way that is unlawful, infringes copyright, is fraudulent, malicious, or could subject Flowlance or Users of the App to harm or liability.

3. Registration

- 3.1. You are obliged to register and create an Account before using the App as a Creator. Registration can be done by providing your e-mail address, through your Google account, or by using any other available registration method.
- 3.2. You represent and warrant that all information you provide is truthful, accurate, and complete.
- 3.3. To complete the registration, you must fill in the relevant identification and, if applicable, billing information for the paid version of the App.
- 3.4. You understand that you can have only one Account.
- 3.5. You're solely responsible for what you do with your Account, including maintaining the confidentiality of your Account and password and restricting access to your Account. You agree to accept responsibility for all activities that occur under your Account.
- 3.6. If you lose your password, you may request an automatic reset of your password in the App. A link to reset your password will be sent to your email address or other address you provided during registration.

4. App functionality

- 4.1. Flowlance is not a party to any transactions regarding the purchase or sale of Creator's content in the App. Such transactions are solely between the Creators and the Customers. Flowlance is also neither the creator nor the owner of the Creator's content listed or available in the App.
- 4.2. The app does not list or rank the creators. Any appearance of a Creator on the App, including on the homepage or other promotional sections, is solely for marketing purposes and does not reflect the Creator's activity, status, or prominence within the App.

- 4.3. Flowlance does not limit or restrict the type of ancillary goods or services Creators may offer alongside their primary content. Flowlance itself does not currently offer any ancillary goods or services to Customers, nor does it impose any conditions on Creators regarding the inclusion of such offerings.
- 4.4. The specific terms and conditions of the cooperation or business relationship between Creator and Customers are dealt with in separate terms and conditions negotiated directly between these parties. It is the sole responsibility of the Creator to ensure that Customers have been properly informed, have read and have accepted such terms prior to any purchase. Flowlance does not intervene in this relationship and the parties are obliged to negotiate these terms themselves, within the limits of the law and these Terms. If the Creator wishes to do so, Flowlance may offer the Creator standardized general terms and conditions to upload to his profile on the App.
- 4.5. Creators are solely responsible for ensuring that any Creator's content made available through the App meets all applicable laws, rules, and regulations and that the Creator's content is delivered as described in an accurate and satisfactory manner.
- 4.6. Flowlance has no control over and does not guarantee (a) the existence, quality, safety, suitability, or legality of Creator's content made available through the App; (b) the truth or accuracy of Creator's descriptions of the Creator's content made available on or through the App; (c) the ability of Creator to fulfill purchases as made available through the App; (d) the ability of Customers to pay for purchases as purchased through the App; (e) that Creators or Customers will actually complete a transaction through the App; or (f) the safety, suitability, or legality of User's communications, whether online or offline.

5. Creator's content

- 5.1. Creators are solely and fully responsible for the Creator's content they create or upload to the App.
- 5.2. We do not endorse or pre-screen any Creator's content uploaded in the App or guarantee its accuracy, reliability, or truthfulness.
- 5.3. The Creator's content may be offered to Customers either by:
 - 5.3.1. listing or making the Creator's content available to Customers through the Account in the App; or
 - 5.3.2. directly contacting the Customer through the App or by e-mail with a specific offer.
- 5.4. By uploading or otherwise making available your Creator's content, you agree that you have read, understood, and will abide by these Terms. Prohibited Creator's content includes, without limitation:
 - 5.4.1. any Content that infringes or violates the intellectual property rights of any third party;
 - 5.4.2. any Content that is offensive, such as content that harms minors in any way, includes or links to child pornography, racist, bigotted, discriminatory, hateful, libelous, violent, harassing, or otherwise objectionable or obscene content;
 - 5.4.3. any Content that includes or links to pornographic or sexually explicit material;
 - 5.4.4. any Content that includes unauthorised advertising, spam, or any other form of solicitation;
 - 5.4.5. any Content that solicits passwords or any other personal data from Flowlance or the Users; or

- 5.4.6. any Content that includes computer code, viruses, files, or programs that could harm, disrupt, or limit any computer software or hardware.
- 5.5. You further agree that you will not use the App to offer, promote, or make available any Creator's content that includes or relates to:
 - 5.5.1. firearms, ammunition, weapons, or explosive materials including fireworks;
 - 5.5.2. drugs, drug paraphernalia, or any controlled substances, regardless of legality in your region;
 - 5.5.3. tobacco products, e-cigarettes, or vaping materials;
 - 5.5.4. pornographic, obscene, or sexually explicit material;
 - 5.5.5. Content that promotes hate speech, violence, discrimination, or harassment;
 - 5.5.6. gambling services, betting activities, or lotteries;
 - 5.5.7. multi-level marketing, pyramid schemes, or misleading financial opportunities;
 - 5.5.8. counterfeit goods, unauthorized replicas, or forged documents;
 - 5.5.9. any activities or content prohibited under PayPal's Acceptable Use Policy (available at: <https://www.paypal.com/us/legalhub/acceptableuse-full>).
- 5.6. Violations of these Terms may result in the removal of such Content or termination of your Account without previous notice in accordance with Article 10.

6. Flowlance Academy

- 6.1. Flowlance Academy is a free platform for sharing your expertise with solopreneurs from all around the world, located at <https://academy.flowlance.com/>.
- 6.2. By uploading any Content to the Flowlance Academy, you grant Flowlance a license according to Article 12.
- 6.3. We do endorse and pre-screen any Content uploaded to the Flowlance Academy before its publishing.
- 6.4. By uploading or otherwise making available your Content you agree that you have read, understood, and will abide by these Terms and Flowlance Academy terms. Prohibited Content includes, without limitation:
 - 6.4.1. any Content that infringes or violates the intellectual property rights of any third party;
 - 6.4.2. any Content that is offensive, such as Content that harms minors in any way, includes or links to child pornography, racist, bigotted, discriminatory, hateful, libelous, violent, harassing, or otherwise objectionable or obscene content;
 - 6.4.3. any Content that includes or links to pornographic or sexually explicit material.

7. Subscription and Payment

- 7.1. When you signed up as Creator, you may choose not to provide us with your credit card details or other payment method and continue with the Free plan.
- 7.2. When you provide us with your credit card details or other payment method and select a billing period, either monthly or annually, you will be automatically assigned with the Trial Period. **You may cancel the Trial Period at any time prior to its expiration in the App, otherwise you will automatically be assigned the paid subscription plan "Creator" according our Price list and charged with the current pricing without prior notice from us to you.**

- 7.3. If you decide not to choose Subscription or cancel Trial Period any time prior to its expiration in the App, you will continue with Free plan at no charge.
- 7.4. Our Price list can be found on our pricing page: <https://www.flowlance.com/pricing>. Flowlance reserves the right to change prices at any time. Listed prices include VAT or any other taxes.
- 7.5. Subscriptions are invoiced either in USD based on your preference.
- 7.6. You can change your current Subscription at any time in the App by switching to a different plan according to our Price list. Depending on such change in your Subscription and based on the remaining term of your existing Subscription, you can be charged for the balance of the difference in the Subscription price. If you downgrade to a lower-tier plan, no refund will be provided for any amount already paid.
- 7.7. Subscriptions are automatically renewed without notice to you unless such notice is required by applicable law. If you do not wish to continue with your Subscription, please see Article 8.
- 7.8. If you are billed by us, you will be required to provide information regarding your credit card or other payment instrument to our third-party Payment processors. Flowlance currently uses Stripe (<https://stripe.com/>) as its Payment processor but reserves the right to change Payment processors.
- 7.9. Payments and fees will be processed by the applicable Payment Processor. You are bound by the applicable Payment processor's terms and conditions for the processing of payments, as the same may be modified by such Payment processor from time to time. Information provided to any Payment processor is governed by such applicable Payment processor's terms.

8. Cancellation and Refunds

- 8.1. You may cancel your Subscription at any time during the subscription period in the App. If you do not wish to renew your current Subscription, you must cancel your Subscription no later than your renewal date. To cancel your Subscription, visit the billing page in your Account.
- 8.2. In case of cancellation of the Subscription, the Subscription will automatically end on the next renewal date and you will continue with your Free plan at no charge.
- 8.3. Cancellation of your Subscription will not result in a refund of the amount already paid but will prevent your Subscription from being automatically renewed. Flowlance does not offer refunds.
- 8.4. If you have chosen to cancel your Subscription and wish to permanently delete your Account, you may do so by emailing us at info@flowlance.com from the email address registered to your account. Please be aware that if you delete your Account, you will not be able to reactivate it or retrieve any content or information that you have added to your profile. Additionally, your unique profile URL will become available for other users to claim.

9. Support

- 9.1. For information regarding the support service relating to the App or Service, please contact us at: info@flowlance.com

10. Termination

- 10.1. With the exceptions provided by law, Flowlance reserves the right to terminate or suspend your access to the App or the Service or any of its parts at any time for any violation of these Terms, and also if

- 10.1.1. you utilize the App to initiate, transmit, or facilitate the transmission of unsolicited commercial communications, bulk electronic mail, or any other form of electronic messaging in violation of applicable laws or generally accepted standards of internet conduct (commonly referred to as “spam”);
 - 10.1.2. you use the App to engage in fraudulent schemes or scams, including phishing, impersonation, or any activity intended to deceive or mislead others for personal or financial gain.
- 10.2. In the event of suspension, you will be provided with a notice stating the reasons for such suspension. The notice will also include information on how you can contact Flowlance with any questions or concerns regarding the suspension of your access to the App or the Service.
- 10.3. In the event of termination, you will be provided with a 30-day prior notice stating the reasons for such termination. During this period, your account will be suspended, and you will not be able to access or use the App or the Service. This notice period shall not apply if:
 - 10.3.1. termination is required by law or regulation;
 - 10.3.2. termination is necessary for an urgent reason under applicable national law; or
 - 10.3.3. you have repeatedly breached these Terms, leading to full termination of the Terms.
- 10.4. You may withdraw from these Terms at any time, in which case you may not continue accessing or using the App and Service.
- 10.5. Sections 12 (Intellectual Property), 17 (Indemnification), and 23 (Governing Law and Disputes) herein, as well as any other sections of these Terms that, either explicitly or by their nature, must remain in effect even after termination of these Terms, shall survive termination.

11. Changes to these Terms

- 11.1. With the exceptions provided by law, Flowlance reserves the right to modify these Terms at any time with 15 days prior notice to you. If the Terms are changed, we will post the revised Terms on this page and indicate the day of the revision and the effective date. This notice period shall not apply if:
 - 11.1.1. Flowlance is required by law or regulation to implement the change without prior notice;
 - 11.1.2. The change is urgently needed to prevent imminent harm, fraud, or cybersecurity threats.
- 11.2. You are required to review and familiarise yourself with any changes to these Terms. Your continued use of the App and the Service after the effective date constitutes your acceptance of the revised Terms.
- 11.3. During the 15-day notice period, you may terminate these Terms with immediate effect at any time before the changes take effect. If you submit new goods or services during this period, it will be understood that you accept the changes and waive the rest of the notice period — unless the changes of the Terms require significant technical adjustments on your part, in which case the full period still applies.
- 11.4. Flowlance respects that you may not agree to the updated Terms. If that is the case, you can terminate these Terms at any time up to thirty (30) days after the effective date of the updated Terms.

12. Intellectual Property and Content

- 12.1. All trademarks, copyright, database rights, and other intellectual property rights of any nature in the App are the property of Flowlance and are protected by copyright and other intellectual property laws.
- 12.2. By uploading any Content to the App, you grant Flowlance a non-exclusive, worldwide, royalty-free license (with the right to sublicense) to host, store, transmit, display, perform, reproduce, and modify all or any portion of the Content, in any format and through any channel now known or hereafter developed, solely for the purpose of operating the App.
- 12.3. By uploading any Content to the Flowlance Academy, you grant Flowlance a non-exclusive, worldwide, royalty-free license (with the right to sublicense) to host, store, transmit, display, perform, reproduce, and modify all or any portion of the Content, in any format and through any channel now known or hereafter developed.
- 12.4. You represent and warrant that you own or otherwise control any and all rights in and to the Content that you upload, share, or otherwise make available and that use of that Content by us will not infringe or violate the rights of any third party in any manner.
- 12.5. Any data you enter into the App is part of the database collected by Flowlance and becomes part of the Flowlance database without you gaining any right to the App database. This database is not a collective work under the Copyright Act.

13. Third-Party Links

- 13.1. Flowlance may make available on the App links to websites operated by third parties, including advertisers. If the App or the Service contains links to other sites and resources provided by third parties, these links are provided for your information only. Flowlance has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from your use of them.
- 13.2. Products, services, and content offered through linked third-party websites are subject to the terms and conditions made available by those third parties, and the data collection practices of linked websites are governed by the applicable privacy policies of those third parties. Following links to any other websites or web services is at your own risk, and any claims you may have in connection with products, services, or content made available through linked websites are claims against third parties, not Flowlance.

14. No Resale or Redistribution of Service

- 14.1. Reselling access to the App or providing access to the App for a fee or any other compensation that circumvents our business model is a material breach of these Terms and will result in the cancellation of your Subscription.

15. Disclaimer of Warranties

- 15.1. Flowlance disclaims any liability for the use of the App, Service, and related outputs. Any actions or decisions made by Users are done at their own risk. Flowlance assumes no responsibility for any damages, losses, or other consequences that may arise from the improper or unauthorized use of the App and Service.
- 15.2. Flowlance does not guarantee that the use of the App and the Service will be uninterrupted or error-free, and Flowlance will not be liable for any interruptions or errors.
- 15.3. Flowlance makes no warranties or representations, express or implied, with respect to the App or the Service.

- 15.4. Flowlance makes no guarantees regarding the business performance of Creators, the outcomes achieved through the use of the App, or the success of any sales activities. Flowlance shall not be liable for any harm, loss, or missed opportunity incurred by a Creator or any other User in connection with the offer, sale, or use of Creator's content or any other activity by Creators within the App.

16. Limitation of Liability

- 16.1. Flowlance, its affiliates, licensors, suppliers, or advertisers shall in no event be liable for any costs, damages, or expenses (including, without limitation, compensatory, incidental, and consequential damages, lost profits or damages resulting from loss of data, or interruption of work) arising out of
- 16.1.1. use of the App and Service or inability to use them;
 - 16.1.2. the cost of procuring replacement services;
 - 16.1.3. unauthorized access to or alteration of your transmissions or data;
 - 16.1.4. any other liabilities concerning the App and Service.
- 16.2. Flowlance will only be liable to you for damages caused by wilful misconduct or gross negligence and other damages that may not be limited by applicable law.

17. Indemnification

- 17.1. You agree to indemnify and hold Flowlance harmless from and against any reasonably foreseeable direct losses, damages, and reasonable expenses (including reasonable attorney fees and costs) suffered or incurred by Flowlance arising out of or related to:
- 17.1.1. your breach of any of these Terms (including any additional terms and conditions incorporated herein);
 - 17.1.2. any Content you post, email, or otherwise contribute;
 - 17.1.3. any activity in which you engage on or through the App; and
 - 17.1.4. your violation of any law or the rights of a third party.

18. Entire Agreement

- 18.1. These Terms constitute the entire agreement between you and Flowlance and supersede all prior agreements or understandings, whether oral or written.

19. No Waiver

- 19.1. The failure of Flowlance to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

20. Severability

- 20.1. If any provision of these Terms is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the remaining provisions shall remain in full force and effect.

21. Privacy and Data Collection

- 21.1. As part of operating the App, Flowlance collects and processes various types of data provided by Users or generated during their use of the App and Website, including but not limited to identification and contact details, login information, device data, usage behaviour, payment and billing information, and communication records.

- 21.2. Creators have access to the data they provide in the App, such as their account details, uploaded content, profile information, transaction history, and communication logs. This access is available via their App dashboard, unless restricted by technical or legal reasons.
- 21.3. Flowlance may access and use both personal and non-personal data to operate and improve the App and Website, including for purposes such as analytics, support, billing, user behaviour tracking, and service personalization. Access to such data is limited to authorized personnel and service providers acting under data protection agreements.
- 21.4. Certain categories of user data may be shared with third-party processors strictly for operational purposes, including payment gateways, analytics platforms (e.g. Google Analytics, Posthog), infrastructure monitoring tools, and legal or tax advisors. In such cases, only necessary data is shared, and recipients are contractually bound to confidentiality and data protection obligations
- 21.5. Data that is not essential to the core functionality of the App and providing the Service may be processed based on Creator consent (e.g. newsletters). Creators have the right to withdraw such consent at any time.
- 21.6. Flowlance does not collect, use, or make available any aggregate or anonymized data derived from other Users' activity on the App or the Service. No behavioural, transactional, or usage data generated by other Users is processed, stored, or shared in a way that would allow access, comparison, or commercial use by you or any third party.
- 21.7. Flowlance values your privacy and is committed to protecting your personal information. Please refer to our privacy policy for more information on how we collect, use, and share your data, available at: <https://app.flowlance.com/static/Privacy.pdf>

22. Assignment

- 22.1. Flowlance may assign any or all of these Terms and may assign or delegate, in whole or in part, any of its rights or obligations under these Terms. You may not assign these Terms, in whole or in part, nor transfer or sub-license your rights under these Terms, to any third party.

23. Governing Law and Disputes

- 23.1. These Terms shall be governed by the laws of the Czech Republic, in particular, Act No. 89/2012 Coll., The Czech Civil Code, as amended. The courts of the Czech Republic shall have exclusive jurisdiction over all disputes arising out of these Terms and the use of the App.
- 23.2. **The App is not intended for consumers.** If you are a consumer, in the event of a dispute with Flowlance, you may use the possibility of out-of-court dispute resolution by contacting the out-of-court dispute resolution entity, which is the Czech Trade Inspection Authority (www.coi.cz) and proceeding in accordance with the rules set forth in the relevant legislation and in accordance with the information provided on the website of the Czech Trade Inspection Authority.
- 23.3. As a consumer residing in the European Union, you can also initiate out-of-court dispute resolution online via the ODR consumer dispute resolution platform, available at ec.europa.eu/consumers/odr.
- 23.4. If these Terms are translated into one or more languages, in the event of a conflict between the versions, the English language version shall be used for the interpretation of the Agreement.

24. Contact Information

24.1. If you have any questions or concerns regarding these Terms, please contact Flowlance at info@flowlance.com.

25. Final provisions

25.1. These Terms shall take effect on 7 April 2025.