FLOWTECH APPS AND DOCCREATE USER LICENSE AGREEMENT, TERMS OF SERVICE, AND PRIVACY POLICY

Last Updated: March 4, 2025

Thank You for Subscribing to DocCreate!

FlowTech Apps, LLC's application, DocCreate, is a software application. Your use of FlowTech Apps' Applications is subject to the terms and conditions as outlined in this License Agreement.

This User License Agreement, Terms of Service, and Privacy Policy governs the use of FlowTech Apps' applications and DocCreate's software service, provided by FlowTech Apps. By accessing or using a FlowTech Apps software application, users agree to be bound by this agreement, which outlines the rights, obligations, and responsibilities of both the user and the provider.

These Terms are between FlowTech Apps, LLC. ("FlowTech Apps", "DocCreate", "provider", "us", "we" or "our") and you, either individually or on behalf of your employer or any other entity which you represent ("Subscriber", "Licensee", 'user(s)", "you" or "your"). If you are acting on behalf of an employer or another entity, you confirm that (i) you have full legal authority to bind your employer or such entity to these Terms; and (ii) by agreeing to these Terms, you do so on behalf of your employer or the respective entity, making these Terms binding upon them.

You are considered an authorized representative of your employer or entity if you register using your employer's or entity's email address or if you are designated as an administrator. You acknowledge that these Terms are legally binding, and you affirm your acceptance by clicking a button, checking a checkbox, or registering for, using, or accessing the service or sites (whichever occurs first, referred to as the "Effective Date"). If you do not agree to these Terms or do not have the authority to bind your employer or entity, you must not accept these Terms or use the service.

If you do not agree to comply with, and be bound by, these Terms or do not have authority to bind your employer or any other entity (as applicable), please do not accept these Terms or access or use the service or the sites.

From time to time, Provider may modify this Agreement, including any referenced policies and other documents. Any modified version will be effective at the time it is posted. To keep abreast of your license rights and relevant restrictions, we will inform you by email and/or via our website when relevant changes are made. Additionally, we encourage you to bookmark this Agreement and review it periodically. By continuing to use any Apps after any modifications, the Licensee agrees to all modifications.

1.0 Our Service

1.1 Service Overview. DocCreate provides cloud-based document generation and workflow automation tools. These services are designed to enhance business productivity by streamlining document creation and management processes across various platforms.

1.2 Modifications and Discontinuation. Provider, may add, modify, or discontinue any feature, functionality, or tool within our services and sites at our discretion and without further notice. However, if we make any material adverse change in the core functionality of the service, we will notify users by posting an announcement on the sites and/or via the service or by sending an email notification.

1.3 No Contingency on Future Releases. Users acknowledge that their purchase of the service and/or third-party services is not contingent on the delivery of any future release of any functionality or feature, including without limitation, the continuance of a certain service beyond its current subscription term or third-party services, or dependent on any public comments made by the provider, orally or in writing, regarding any future functionality or feature.

1.4 Eligibility and Age Requirement. By accessing and using the sites and/or services, users represent and warrant that they are at least 16 years old. The sites and services are only intended for individuals aged sixteen years or older. The provider reserves the right to request proof of age at any stage to verify compliance with this requirement.

2.0 Account Registration, Access and Licensing Structure

2.1 Registration and Account Creation. To access and use DocCreate, users must create an account and provide accurate and current information. The account holder is solely responsible for maintaining the security of their login credentials and ensuring that all activities conducted through the account comply with this agreement. Sharing of accounts is prohibited, and the provider reserves the right to suspend or terminate accounts that violate these terms.

To register for DocCreate for the first time, users must install DocCreate on their designated platform account. By creating a DocCreate account ("Account") and registering for the Service, users become, either individually or on behalf of their employer or any entity they represent, a DocCreate customer ("Subscriber" or "Licensee"). The first user of the Account is automatically assigned as the Account administrator ("Admin").

2.2 Licensing Tiers. Users may access DocCreate through a tiered licensing structure that includes a free plan with limited functionality and multiple paid plans offering extended features and increased usage limits. Each plan is subject to specific terms and conditions, and users acknowledge that the selection of a plan determines the level of access and permitted actions within the platform. The provider reserves the right to modify these tiers and associated usage limits as necessary, with reasonable notice to the users.

2.3 License Grant and Rights. After the Licensee has ordered an App and subject to the payment of applicable fees, as well as compliance with this Agreement, Provider grants the Licensee a worldwide, non-exclusive, non-transferable right to use the App. The License includes the right to sublicense the App to the number of End Users specified by the Licensee at the time of ordering. provider retains all rights, title, and interest in and to the App under all applicable laws and jurisdictions, except for the limited license expressly granted to the Licensee under this Agreement.

3.0 User Responsibilities Overview

Users agree to utilize DocCreate in a lawful manner, refraining from uploading illegal or infringing content, engaging in fraudulent activities, or violating intellectual property rights. Provider reserves the right to take appropriate action, including suspension or termination of access, against users who engage in prohibited activities.

3.1 Account Management and Security. Users are responsible for providing accurate, complete, and up-to-date information when registering an account. They must maintain the confidentiality of all authentication credentials, including usernames, passwords, and access keys, and prevent unauthorized access to their account. Any unauthorized use of an account, breach of security, or suspected fraudulent activity must be reported to the service provider immediately. Users acknowledge that they are fully responsible for all activities conducted under their account, whether by themselves or authorized users they have permitted to access the service.

3.2 Compliance with Laws and Policies. The service must not be used to store or transmit prohibited or sensitive data. Users agree to use the service in full compliance with all applicable local, state, federal, and international laws, including but not limited to data protection regulations (such as GDPR), export control laws, and anti-terrorism laws. The user must ensure that their use of the service does not involve unlawful data processing or violate third-party intellectual property, privacy, or proprietary rights. The service must not be used to store or transmit sensitive or regulated data, including health information protected under HIPAA or payment card information subject to PCI DSS compliance, unless expressly permitted.

3.3 Authorized User Management. Users are responsible for managing and overseeing the activities of all authorized users within their account, ensuring that all individuals comply with the terms of this agreement. The account owner or designated administrator has the authority to assign access permissions, add or remove users, and regulate their use of the service. Any actions taken by authorized users will be deemed as actions of the account owner, and the account owner will be held fully liable for any violations or misuse by these users.

3.4 Data Ownership and Security. Users retain full ownership of all data they submit, upload, or process through the service. However, by using the platform, users grant Provider a limited, non-exclusive,

worldwide license to access, store, and process data for the sole purpose of delivering the agreed-upon services. Provider does not monitor or assume liability for Customer Data, and users must ensure they have all necessary rights, licenses, and consents before submitting any data. Users are solely responsible for ensuring the security and accuracy of their data and must implement appropriate measures to safeguard sensitive information.

Users acknowledge that:

- They are solely responsible for data compliance with applicable regulations.
- Provider may process, modify (for formatting or display purposes), or transmit Customer Data as needed for functionality but does not claim ownership.
- Any data stored within third-party integrations or connected services is subject to those platforms' separate agreements.

3.5 Indemnification and Liability. Users agree to indemnify and hold Provider harmless from any third-party claims, liabilities, damages, or legal expenses arising from their misuse of the platform, non-compliance with applicable laws, or violations of this agreement. Provider is not liable for any loss, alteration, or corruption of data, nor for security incidents caused by user negligence. Users are solely responsible for any losses, damages, or security incidents resulting from unauthorized use, mismanagement of their account, or failure to adhere to the terms outlined in this agreement. Provider reserves the right to suspend or terminate accounts found to be in violation of these responsibilities.

4.0 Subscription Term, Upgrades, Fees, Payments, and Taxes

4.1 Subscription Term. This Agreement becomes effective on the date the user subscribes to the service and remains in effect until terminated by either party in accordance with these terms.

4.2 Subscription Fees. Users agree to pay all applicable subscription fees as specified at the time of purchase. Payments are due in advance for the selected billing cycle (monthly, annually, or as otherwise agreed). Unless explicitly stated otherwise, all fees are non-refundable except as outlined in the Refund Policy .

4.3 Late Payments and Suspension. If a payment is unsuccessful, the subscription may restrict access or place the account on temporary suspension until payment is received, late fees and penalties may apply for reactivation. Users will have a grace period (determined by Provider) to update payment details before the account is permanently deactivated and ultimately terminated. Provider is not responsible for any data loss resulting from subscription termination due to non-payment.

4.4 Payment Methods and Processing. Users agree to pay all applicable subscription fees in a timely manner. Payment details must be kept up to date, and failure to complete payments may result in account suspension or termination. Subscription fees for paid plans are charged in advance based on the selected

billing cycle. Provider may process payments through third-party providers and is not responsible for transaction errors, delays, or additional fees imposed by banks or payment processors.

4.5 Subscription Upgrade Eligibility and Process. Users may upgrade their subscription at any time to a higher-tier plan, an extended billing cycle, or to include additional features or authorized users. Upgrades can be processed through the user's account settings or by contacting Provider directly.

4.6 Pricing and Pro-Rated Adjustments. When a user upgrades their subscription:

- The new subscription fee will be prorated based on the remaining time in the current billing cycle, and the additional cost will be charged immediately.
- The billing cycle may reset upon upgrade, depending on the plan selected. If applicable, any unused portion of the previous subscription will be credited toward the upgraded plan.
- Future renewals will be charged at the updated subscription rate based on the upgraded plan.

4.7 Additional Users and Features. If an upgrade involves adding additional users, features, or integrations, the user agrees to pay any associated fees. These fees may be charged immediately or included in the next billing cycle, depending on the service structure.

4.8 Changes to Subscription Terms. Provider reserves the right to modify pricing, features, or availability of subscription plans. Any changes to the subscription structure will be communicated in advance, and users will have the option to accept, modify, or downgrade their plan before renewal.

4.9 Refunds and Downgrades. Upgrades are final and non-refundable unless explicitly stated in the Refund Policy. Users may downgrade to a lower-tier plan, but changes will take effect at the end of the current billing cycle, and no refunds or prorated reimbursements will be issued for the remaining time on the higher-tier plan.

4.10 Impact on Existing Services. Upgrading a subscription may require service adjustments, new integrations, or changes in user permissions. Users acknowledge that certain settings, data, or functionalities may be altered or expanded based on the upgrade and are responsible for ensuring compatibility with their existing workflows.

4.11 Taxes and Additional Charges. Users are responsible for any applicable sales tax, value-added tax (VAT), or other duties imposed by regulatory authorities. If required by law, Provider may collect and remit taxes on the user's behalf. If taxes are not included in the initial fee, users remain responsible for ensuring full compliance with tax obligations. If a user is required by law to withhold taxes on any payment, the amount payable to Provider must be increased to offset the withholding tax so that Provider receives the full amount originally agreed upon.

5.0 Subscription Renewal

5.1 Automatic Renewal. All subscriptions renew at the end of the current billing cycle, automatically, unless canceled prior to the renewal date. Renewal ensures uninterrupted access to Provider's services and applies to both monthly and annual subscription plans. Users may manage their subscriptions through their account settings, and failure to cancel prior to renewal will result in continued billing. The provider does not issue refunds for unused subscription periods, except where required by law.

5.2 Renewal Charges and Payment Processing. The renewal fee will be automatically charged to the payment method on file at the beginning of the new billing cycle. Users are responsible for ensuring that their payment method remains valid and up to date to avoid service disruptions. If the payment method fails, Provider may attempt to process the payment multiple times before suspending access.

5.3 Pricing Adjustments for Renewals. Provider reserves the right to modify subscription pricing, plan features, or billing cycles before renewal. If pricing changes, Users will be notified at least 30 days in advance of any price adjustments. Continued use of the service after the renewal date constitutes acceptance of the new pricing.

5.4 Renewal Notifications and Invoicing. Users will receive a renewal reminder notification before the next billing cycle begins. A receipt or invoice for the renewed subscription will be provided via email or made available in the user's account.

5.5 Cancellation Before Renewal. Users who do not wish to renew must cancel their subscription before the renewal date to prevent auto-billing. If a user cancels after the renewal has been processed, no refund or prorated reimbursement will be issued for the renewed period unless explicitly stated in the Refund Policy .

5.6 Modifications and Downgrades. Users may modify or downgrade their subscription before renewal, but changes will take effect in the next billing cycle. Mid-cycle downgrades are not permitted, and no refunds will be issued for unused portions of the higher-tier plan.

6.0 Termination of Subscription and Data Removal

6.1 Termination by User. Users may terminate their subscription at any time by providing written notice to Provider. However, termination does not entitle the user to a refund for any prepaid subscription fees unless it falls within the Refund Period outlined in the Refund Policy. Users remain responsible for all outstanding fees through the end of the current billing cycle.

6.2 Termination by Provider. Provider reserves the right to suspend or terminate a user's account under the following circumstances:

- Non-payment of fees or chargeback disputes.
- Breach of these terms, including unauthorized use or violation of compliance regulations.
- Engagement in fraudulent, abusive, or illegal activities.
- Discontinuation of the service, with at least 30 days' prior notice, unless immediate termination is required by law.

6.3 Effect of Termination. Upon termination, Users must export and secure their data before their account is closed. Provider may delete all stored User Data immediately upon termination, and users will lose access to the service. Users remain responsible for any outstanding fees or charges incurred before termination. For users on auto-renewing subscriptions, termination will take effect at the end of the current billing period. If an account is terminated due to a policy violation, no refund or prorated reimbursement will be provided.

6.4 Data Removal Requests. Users who wish to have their subscription terminated or data removed must submit a formal request. This process involves contacting the support team via email to obtain a termination and data deletion form. Upon submission of this form, the provider will process the request within thirty days, subject to any legal and operational constraints.

6.5 Data Removal Upon Termination. Users must export and securely back up their data before terminating their subscription. Upon account termination, the service provider may delete all Customer Data without further notice. While some services may offer a limited read-only access period for data retrieval, this is not guaranteed. Users are responsible for ensuring they remove or transfer data before account closure.

7.0 Refund Policy and Chargeback

7.1 Refund Policy. Users who are not satisfied with their initial purchase may request a refund within 30 days of the initial subscription purchase ("Refund Period"). Refunds will be processed in the original payment currency, but variations due to currency fluctuations or processing fees may apply. Provider is not responsible for exchange rate differences or additional transaction fees incurred by third parties. Refunds apply only to the first-time purchase of a subscription. Renewals, upgrades, modifications, or additional purchases are non-refundable unless explicitly stated. Provider reserves the right to deny refund requests made in bad faith or as an attempt to avoid payment.

7.2 Non-Refundable Services. The following services are non-refundable:

- Trial Licenses.
- Custom development work.
- Any service explicitly marked as non-refundable at the time of purchase.

7.3 Subscription Cancellations. If a subscription is canceled after the Refund Period, no refund or prorated reimbursement will be provided. Subscriptions set to auto-renew must be canceled before the renewal date to avoid future charges. Accounts suspended or terminated for policy violations are not eligible for refunds.

7.4 Chargeback Policy. A chargeback occurs when a user disputes a transaction with their bank instead of contacting Provider for resolution. If a chargeback is initiated, the user's account may be immediately suspended or terminated, and access to any associated services will be revoked. To restore access, the user must:

- Withdraw the chargeback request with their financial institution.
- Settle any outstanding balances, including chargeback fees.
- Provide proof of payment resolution to Provider.

Provider reserves the right to charge users for any additional costs incurred due to chargebacks, including administrative and legal fees. Users who repeatedly initiate chargebacks may be permanently banned from using the service.

7.5 Dispute Resolution. Users are encouraged to contact customer support before initiating chargebacks or refund disputes. Provider will make reasonable efforts to resolve issues directly before escalating them to financial institutions.

8.0 Intellectual Property Rights

8.1 Ownership of Intellectual Property. All intellectual property rights, including but not limited to copyrights, trademarks, trade secrets, database rights, and patents, associated with Provider, its software, services, and documentation, are and shall remain the sole property of Provider. Nothing in this Agreement transfers or grants any ownership interest in Provider's intellectual property to the User. Users are granted a limited, non-exclusive, non-transferable license to use the software and services strictly in accordance with this Agreement. This license does not grant Users any rights to modify, sell, distribute, or sublicense Provider's software or related intellectual property.

8.2 Restrictions on Use. Users agree not to:

- Modify, copy, reproduce, or distribute any part of Provider's software, branding, or proprietary content without explicit written permission.
- Reverse engineer, decompile, disassemble, or attempt to derive the source code of the software unless explicitly permitted by applicable law.
- Use the software or services in a way that infringes on third-party intellectual property rights.

8.3 User Reference. The User acknowledges and accepts that Provider has the right to use the User's name and logo to identify the User as a client of Provider or a User of the Service on Provider's website, marketing materials, or in public announcements. The User may revoke this right at any time by providing written notice to Provider at info@flowtechapps.com.

8.4 User Content Ownership. Users retain full ownership of any data, files, or content they upload or process using DocCreate. However, by using the services, Users grant Provider a limited, non-exclusive, royalty-free license to access, store, and process their content only as required to provide the service.

8.5 Feedback and Suggestions. Users may submit feedback, comments, or suggestions about Provider ("Feedback"). By providing Feedback, Users grant Provider a perpetual, irrevocable, royalty-free, worldwide license to use, modify, distribute, or implement such Feedback into its products and services without obligation or compensation.

8.6 Protection of Intellectual Property. Provider may implement technical measures to protect its software, including encryption, access restrictions, and licensing controls. Users must not attempt to bypass or disable these protections. Any unauthorized use or distribution of Provider's intellectual property may result in immediate termination of access and potential legal action.

8.7 Claims of Infringement. If a third party claims that Provider's software infringes their intellectual property rights, Provider's may, at its sole discretion:

- Modify the software to avoid infringement.
- Obtain a license for continued use.
- Suspend or terminate the affected services without liability.
- Users must notify Provider immediately if they become aware of any potential infringement claims and agree to cooperate in any investigation or resolution efforts.

8.8 Trademarks and Branding. Users may not use Provider's name, logos, trademarks, or branding without prior written consent. Any permitted use must comply with Provider's brand guidelines and must not imply endorsement or affiliation without express approval.

9.0 Privacy and Security

9.1 Data Privacy and Compliance. Provider is committed to protecting the privacy and security of User data. By using the service, Users acknowledge that Provider's may collect, process, and store certain information necessary to provide and improve the service. Provider complies with applicable data protection laws, including General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), and other relevant privacy regulations.

Users are responsible for ensuring that any data they submit or process through the service does not violate privacy laws, third-party rights, or contain prohibited information. If User data contains personal or sensitive information, it is the User's responsibility to obtain all necessary consents from the data subjects before uploading such data.

9.2 Compliance with Data Privacy Regulations. Provider complies with data privacy regulations, including GDPR and CCPA. Users have the right to:

- Request access to their personal data.
- Request correction of inaccurate or outdated information.
- Request deletion of their personal data.
- Requests for data access, correction, or removal must be submitted in accordance with Provider's data protection policy.

Provider collects personal data strictly for:

- Delivering services and processing transactions.
- Enhancing user experience and service functionality.
- Complying with legal obligations.

This includes, but is not limited to, user account details, subscription history, and data related to interactions with the software. Provider does not sell or share user data with third parties, except where necessary for providing services or where required by law. Security measures are in place to protect user data, and Users may request information about these measures upon inquiry.

9.3 Data Collection and Usage. Users acknowledge and consent to Provider's collection and processing of the following types of data:

- Account Information: Name, email address, payment details, and company information for service management.
- Usage Data: Logs, device information, and interaction data for performance monitoring and service improvement.
- Customer Data: Any content submitted or uploaded by Users while using the service, which remains owned by the User.

Provider will never sell, rent, or share User data with third parties for advertising purposes. However, data may be shared with third-party service providers (such as hosting platforms or payment processors) strictly for operational needs, under legally binding confidentiality agreements.

9.4 Data Security Measures. Provider implements industry-standard security measures to protect User data against unauthorized access, disclosure, or alteration. These measures include:

- End-to-end encryption for data transmission.
- Access controls and authentication protocols to prevent unauthorized access.
- Regular security audits and vulnerability testing to enhance platform security.
- Users must also take reasonable security precautions, including:
- Keeping login credentials confidential.
- Using strong passwords and enabling two-factor authentication where available.
- Not sharing authentication details with unauthorized persons.

9.5 Data Storage and Retention. User data is stored securely on Provider's servers or its designated third-party hosting providers. Data retention policies include:

- Customer Data is retained for as long as necessary to provide the service or as required by law.
- Upon termination of service, User data may be permanently deleted unless a retention period is required by legal, tax, or regulatory compliance.
- Users are responsible for exporting and securing their data before account termination, as Provider does not guarantee post-termination data recovery.

9.6 Breach Notification and Liability. In the event of a data breach that affects User data, Provider will:

- Investigate and mitigate the breach as soon as possible.
- Notify affected Users as required by applicable laws and provide relevant details.
- Implement corrective measures to prevent future incidents.
- However, Provider is not liable for:
- Breaches caused by User negligence, such as weak passwords or unauthorized access.
- Loss or corruption of data resulting from actions outside of Provider's control.
- User compliance failures with privacy laws that result in legal consequences.

9.7 Third-Party Integrations and Data Transfers. Users acknowledge that if they integrate third-party applications (such as Google Drive, Microsoft OneDrive, or other services) with Provider, their data may be transferred and processed outside of their jurisdiction. Provider is not responsible for the privacy or security practices of third-party providers and encourages Users to review the terms of any external services they connect to.

9.8 Privacy Policy Updates. Provider reserves the right to update this Privacy and Security Clause as needed to comply with legal, operational, or security requirements. If significant changes are made, Users

will be notified via email or platform announcement before the updates take effect. Continued use of the service after such changes constitutes acceptance of the updated terms.

9.9 Contact for Privacy Concerns. Users may contact Provider regarding privacy inquiries, data requests, or security concerns at info@flowtechapps.com.

10.0 Confidentiality

10.1 Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" refers to any non-public, proprietary, or sensitive information that is disclosed by one party, referred to as the "Disclosing Party", to the other party, referred to as the "Receiving Party", whether directly or indirectly, in writing, verbally, or through any other means. This includes business strategies, financial data, operational plans, software code, algorithms, technical documentation, trade secrets, proprietary processes, product roadmaps, customer and user data, account details, analytics, and any other information that is designated as confidential at the time of disclosure or that should reasonably be understood as confidential due to its nature.

10.2 Obligations of the Receiving Party. The Receiving Party agrees to maintain the strict confidentiality of all Confidential Information disclosed under this Agreement. The Receiving Party shall use the Confidential Information solely for the purpose of fulfilling obligations outlined in this Agreement and shall not disclose, copy, distribute, or share such information with any third party without prior written consent from the Disclosing Party. To ensure the security of Confidential Information, the Receiving Party shall implement reasonable measures to prevent unauthorized access, use, or disclosure.

The Receiving Party may share Confidential Information only with employees, contractors, or affiliates who require access in order to fulfill obligations under this Agreement. In such cases, those individuals must be bound by confidentiality obligations that are at least as restrictive as those stated in this clause. Any breach of confidentiality by individuals authorized by the Receiving Party shall be considered a breach by the Receiving Party itself.

10.3 Exclusions from Confidentiality Obligations. Confidential Information does not include information that was already known to the Receiving Party before disclosure and was not subject to any confidentiality obligations. It also does not include information that becomes publicly available through no fault of the Receiving Party, information that is lawfully obtained from a third party with no obligation of confidentiality, or information that is independently developed by the Receiving Party without reference to or reliance on the Disclosing Party's Confidential Information.

10.4 Legally Required Disclosures. If the Receiving Party is required by law, court order, or regulatory authority to disclose Confidential Information, it must provide prompt written notice to the Disclosing Party unless such notification is prohibited by law. The Receiving Party must limit the disclosure to the minimum

extent required and, where possible, cooperate with the Disclosing Party in seeking protective measures to prevent further disclosure.

10.5 Duration of Confidentiality Obligations. The confidentiality obligations set forth in this Agreement shall remain in effect for the duration of the Agreement and for a period of five years following its termination. However, for trade secrets and other information that remains protected under applicable law, the confidentiality obligations shall continue indefinitely, or for as long as the information qualifies as a trade secret.

10.6 Return or Destruction of Confidential Information. Upon termination or expiration of this Agreement, or upon written request from the Disclosing Party, the Receiving Party must immediately cease using the Confidential Information. The Receiving Party must either return all Confidential Information to the Disclosing Party or permanently destroy all copies, records, and backups, unless retention is required by law. Upon request, the Receiving Party must provide written confirmation that all Confidential Information has been deleted or returned in accordance with this provision.

10.7 Breach and Remedies. Any unauthorized use or disclosure of Confidential Information may result in significant harm to the Disclosing Party. In the event of a breach, the Disclosing Party shall have the right to seek injunctive relief to prevent further unauthorized use or disclosure, as well as to recover damages incurred as a result of the breach. In addition, the Disclosing Party may pursue any other legal or equitable remedies available under applicable law to address the harm caused by the breach of confidentiality obligations.

10.8 No License or Ownership Transfer. Nothing in this Agreement shall be construed as granting the Receiving Party any ownership rights, licenses, or interests in the Confidential Information of the Disclosing Party. All Confidential Information remains the exclusive property of the Disclosing Party, and the Receiving Party shall have no rights beyond those explicitly granted under this Agreement.

10.9 Contact for Confidentiality Matters. For any confidentiality-related concerns, Users may contact Provider at info@flowtechapps.com.

11.0 Warranty

11.1 Limited Warranty. Provider warrants that the software and services provided under this Agreement will substantially conform to the applicable documentation and specifications under normal use and circumstances. Provider further warrants that it will provide the services in a professional and workmanlike manner, consistent with industry standards. However, Provider does not guarantee that the software or services will be uninterrupted, error-free, or that all defects will be corrected.

11.2 Warranty Disclaimer. Except as expressly stated in this Agreement, Provider provides the software and services "as is" and "as available", without warranties of any kind, whether express, implied, statutory,

or otherwise. Provider expressly disclaims any and all implied warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising out of the course of dealing or usage of trade.

Provider does not warrant that the software or services will meet the User's specific requirements, nor does it warrant that the software or services will operate without interruptions, be error-free, or be compatible with any third-party hardware or software that is not specified as supported. Users assume full responsibility for any results obtained from the use of the software and services, including reliance on any output generated through the software.

11.3 Exclusions from Warranty. The limited warranty does not apply in the event of:

- Unauthorized modifications, alterations, or misuse of the software by the User or any third party.
- Use of the software in a manner inconsistent with the documentation or outside of Provider's specified operating environment.
- Failures caused by third-party systems, services, or integrations that are beyond Provider's control.
- Issues resulting from the User's hardware, network environment, or failure to maintain recommended security and backup measures.

11.4 Exclusive Remedy for Warranty Claims. If the software or services fail to meet the limited warranty set forth in this Agreement, the User's sole and exclusive remedy shall be for Provider, at its sole discretion, to either:
- Use commercially reasonable efforts to correct the defect or provide a workaround to restore the software's core functionality.
- Provide a refund of the fees paid for the defective software or service, limited to the period in which the defect occurred.

Any warranty claims must be submitted in writing to Provider within thirty (30) days of discovering the defect. Failure to provide timely notice shall result in the waiver of the User's right to seek remedies under this warranty.

11.5 No Liability for Third-Party Services. Provider makes no warranties, express or implied, regarding third-party applications, services, or integrations that Users may choose to connect with the software. Any warranties related to such third-party services are the sole responsibility of the respective third-party providers, and Provider shall not be liable for failures, security breaches, or service disruptions arising from the use of such third-party components.

11.6 Limitation of Liability for Warranty Breach. Under no circumstances shall Provider be liable for any indirect, incidental, special, punitive, or consequential damages arising from a breach of this warranty, including but not limited to loss of profits, data loss, business interruption, or reputational harm, even if

Provider was advised of the possibility of such damages. Provider's total liability for any warranty claim shall not exceed the amount paid by the User for the software or service in the twelve (12) months preceding the claim.

11.7 Governing Law for Warranty Claims. This warranty shall be governed by and interpreted in accordance with the laws of the jurisdiction in which Provider operates. Any disputes arising under this warranty shall be subject to the dispute resolution provisions set forth in this Agreement.

12. Limitation of Liability

12.1 General Limitation of Liability. To the fullest extent permitted by law, Provider shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages arising from or related to the use of its software, services, or this Agreement. This includes, but is not limited to, damages for loss of profits, loss of revenue, loss of data, business interruption, loss of goodwill, reputational harm, or the cost of procuring substitute services, even if Provider has been advised of the possibility of such damages.

12.2 Cap on Direct Damages. In no event shall Provider's total aggregate liability to the User, whether in contract, tort (including negligence), strict liability, or otherwise, exceed the total amount paid by the User for the software or services in the twelve (12) months preceding the claim. If no fees have been paid, Provider's liability shall be limited to one hundred U.S. dollars ($100 USD) or the minimum amount permitted by applicable law.

12.3 Exclusions from Liability. Provider shall not be liable for any losses or damages that arise from:

- The User's failure to comply with this Agreement, including unauthorized use of the software or services.
- Interruptions, downtime, or errors caused by external factors, including network failures, third-party service disruptions, or force majeure events.
- Security incidents resulting from User negligence, such as weak passwords, sharing login credentials, or failure to implement recommended security measures.
- The User's reliance on inaccurate, incomplete, or outdated information generated by the software.
- Any modifications or alterations to the software made by the User or unauthorized third parties.

12.4 Third-Party Services and Integrations. Provider provides no warranties or liability regarding third-party applications, integrations, or services that Users choose to connect with the software. Any failures, data breaches, or losses resulting from such third-party services are the sole responsibility of the respective third-party providers. Provider shall not be liable for incompatibility, malfunctions, or security risks introduced by third-party software, plugins, or integrations.

12.5 No Liability for Force Majeure Events. Provider shall not be responsible for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to natural disasters, acts of war, terrorism, cyberattacks, power outages, labor strikes, government actions, pandemics, or failures of third-party hosting or service providers.

12.6 Essential Basis of the Bargain. The limitations and exclusions of liability set forth in this Agreement are an essential foundation of the contractual relationship between Provider and the User. The parties acknowledge that Provider has set its pricing and terms based on these limitations and that such limitations fairly allocate the risk between the parties. Without these limitations, Provider would not be able to provide its services on the same terms.

12.7 Governing Law for Liability Disputes. This limitation of liability shall be governed by and interpreted in accordance with the laws of the jurisdiction in which Provider s operates. Any disputes arising under this section shall be resolved in accordance with the dispute resolution provisions set forth in this Agreement.

13. Indemnification

13.1 User Indemnification Obligations. The User agrees to indemnify, defend, and hold harmless the Provider, its affiliates, directors, officers, employees, contractors, agents, licensors, and service providers from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or related to:
- The User's breach of this Agreement, including but not limited to violations of the Terms of Service, Acceptable Use Policy, or any other applicable policies.
- The User's misuse of the software or services, including unauthorized modifications, illegal activities, or non-compliance with applicable laws and regulations.
- Any violation of third-party rights, including but not limited to intellectual property, privacy, or contractual rights, resulting from the User's actions, content submissions, or data processing.
- The User's failure to secure account credentials, leading to unauthorized access, data breaches, or security incidents.
- Any claims, disputes, or regulatory actions arising from the User's use of third-party integrations or external services connected to the Provider.

The User's obligation to indemnify the Provider shall survive the termination or expiration of this Agreement.

13.2 Provider's Indemnification Obligations. The Provider agrees to indemnify, defend, and hold harmless the User from any claims, liabilities, damages, costs, or losses (including reasonable attorneys' fees) arising solely from:

- Any third-party claims alleging that the software or services infringe upon a valid intellectual property right (excluding claims based on unauthorized modifications or integrations made by the User).
- Any gross negligence, fraud, or willful misconduct committed by the Provider or its employees in relation to the performance of this Agreement.

If an infringement claim is made or appears likely, the Provider may, at its discretion, either obtain a license for continued use, modify the software to be non-infringing, or terminate the affected service and refund any prepaid fees for the remaining subscription period.

13.3 Indemnification Process. If either party seeks indemnification under this clause, the indemnified party must:

- Promptly notify the indemnifying party in writing of the claim, demand, or lawsuit.
- Provide reasonable cooperation in the defense or settlement of the claim, at the indemnifying party's expense.
- Allow the indemnifying party to control the defense and settlement, provided that no settlement shall require the indemnified party to admit liability or pay any amount without prior written consent.

Failure to comply with these conditions shall not relieve the indemnifying party of its obligations, except to the extent that such failure materially prejudices the indemnifying party's defense.

13.4 Limitations on Indemnification. The Provider shall have no obligation to indemnify the User for claims arising from:

- The User's failure to comply with this Agreement or applicable laws.
- The User's unauthorized modifications, misuse, or combination of the Provider's services with third-party products or services.
- Claims resulting from User-provided content, data, or materials processed through the software.

Similarly, the User's indemnification obligations shall not apply to claims caused solely by the Provider's gross negligence, fraud, or willful misconduct.

13.5 Survival of Indemnification. The obligations under this Indemnification Clause shall survive the termination or expiration of this Agreement and remain enforceable for any claims arising from actions taken during the term of the Agreement.

14. Governing Law, Jurisdiction, Arbitration, Statute of Limitations, Notice Process, Force Majeure, and No Waiver

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of New York, without regard to its conflict of law principles that would require the application of the laws of another jurisdiction.

14.1 Arbitration Agreement. Any dispute, claim, or controversy arising out of or relating to this Agreement, including its interpretation, enforcement, performance, or alleged breach, shall first be resolved through binding arbitration, rather than litigation, except for claims seeking injunctive or equitable relief as outlined below. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) or another mutually agreed-upon arbitration provider.

The arbitration shall be held in New York, New York, or conducted remotely if both parties agree. The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator, one shall be appointed by the AAA. The arbitration shall be confidential, and neither party may disclose the existence, content, or results of the proceedings except as required by law. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, enforceability, or scope of this arbitration clause.

14.2 Exceptions to Arbitration. Notwithstanding the above, either party may seek injunctive or equitable relief in a state or federal court located in New York, New York, to prevent unauthorized use, misuse, or infringement of intellectual property or confidential information. In addition, claims that qualify for small claims court may be brought in a small claims court of competent jurisdiction instead of arbitration.

14.3 Jurisdiction and Venue for Litigation. If a dispute is not subject to arbitration, the parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in New York, New York. Each party waives any objections to jurisdiction, venue, or inconvenient forum.

14.4 Waiver of Class Actions and Jury Trial. All claims and disputes must be brought on an individual basis only and not as part of a class, collective, or representative action. The parties expressly waive their right to a jury trial for any legal proceedings related to this Agreement.

14.5 Statute of Limitations. To the fullest extent permitted by law, any claim or cause of action arising out of or related to this Agreement, the software, or the services provided must be filed within one (1) year after the claim or cause of action accrues. Any claim filed after this period shall be deemed permanently barred. This limitation does not apply to claims for breach of confidentiality, indemnification, or intellectual property infringement, which may be brought within the applicable statutory period prescribed by law.

14.6 Notice Process. All legal notices, demands, or communications required under this Agreement must be in writing and delivered via email or certified mail.

- Notices to the Provider must be sent via email to: info@flowtechapps.com.
- Notices to the User shall be sent to the email address associated with the User's account. It is the User's responsibility to ensure that their contact information remains accurate and up to date.

A notice shall be deemed to have been received as follows:

- If sent by email, upon successful transmission, provided no delivery failure notice is received.
- If sent by certified mail, upon confirmation of delivery.

Either party may update their designated contact information by providing written notice to the other party.

14.7 Force Majeure. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, except for payment obligations, if such failure or delay is caused by events beyond its reasonable control. Such events include, but are not limited to, acts of God, natural disasters, pandemics, war, terrorism, labor strikes, governmental actions, power outages, cyberattacks, disruptions of telecommunications, failure of third-party hosting or service providers, or any other unforeseen events that make performance impossible or impractical.

If a Force Majeure event occurs, the affected party must:

- Promptly notify the other party in writing of the nature and expected duration of the event.
- Use commercially reasonable efforts to mitigate the impact of the event and resume performance as soon as practicable.

If the Force Majeure event continues for more than thirty (30) consecutive days, either party may terminate this Agreement without further liability, except that the User remains responsible for any outstanding fees incurred before termination.

14.8 No Waiver. No failure, delay, or omission by either party in exercising any right, remedy, power, or privilege under this Agreement shall operate as a waiver of that right, remedy, power, or privilege. Similarly, any single or partial exercise of any right shall not preclude further exercise of that or any other right. Any waiver of a breach of this Agreement must be expressly made in writing and shall not be construed as a waiver of any subsequent breach.

If any provision of this Governing Law, Jurisdiction, Arbitration, Statute of Limitations, Notice Process, Force Majeure, and No Waiver clause is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.