

Flownative

Special Conditions for Flownative Beach

1. General

- a) The following conditions apply in addition to the General Terms and Conditions (T & C) of the Flownative GmbH, Arnimstraße 19c, 23566 Lübeck for all contracts concerning the "Flownative Beach" service.

2. Covered scope

- a) Under the name "Flownative Beach", we provide you with a platform for the development and hosting of Neos- and Flow-based websites and applications. You (or an internet agency commissioned by you) develop a website based on Neos on your own responsibility and use Flownative Beach to provide test or production instances of the project in the cloud. In addition to the pure hosting functions, Flownative Beach also provides other functions that can be used for the administration and deployment of the project. The functions available in individual cases depend on the packages or options you have booked.
- b) In order to protect the system stability of Flownative Beach, each customer is initially provided with the storage space and computing capacity described in the respective booked package (quota). The quota can be increased by the system over time (automatic increase). If you wish to increase the quota, you can inform us of this via a support ticket. We will try to comply with your request within the scope of the available capacities (individual increase). However, the automatic or individual increase of the available capacity is at the discretion of Flownative and does not constitute a claim by the customer; in particular, Flownative is not obliged to increase the quota if, in our opinion, this would endanger the system stability of Flownative Beach. The customer is prohibited from exceeding the available quota without consulting Flownative. In the event of exceeding the quota, Flownative is entitled to take reasonable technical measures to protect its system.
- c) We would like to point out that we do not operate our own hardware or data centre for the provision of Flownative Beach services, but instead use the services of a cloud provider (at the time of publication of these terms and conditions, this is the Google Cloud Platform - <https://cloud.google.com>).
- d) Technical support is included in the booking of Flownative Beach packages only insofar as the use of Flownative Beach itself is affected. This does not include support for problems that arise in the customer's project; something else only applies if you have booked a corresponding support option. We explicitly do not offer domain registration services to our clients, but are happy to provide assistance or recommendations for the use of appropriate providers.

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- e) The availability of the servers used by Flownative for hosting purposes is at least 99% on an annual average. This does not include times when the servers are unavailable due to events beyond our control (force majeure, acts of third parties, technical problems, etc.) or when necessary maintenance work restricts availability.
- f) Unless otherwise agreed, the customer has no claim to the allocation of an individual IP address for his Internet presence. Flownative reserves the right to make technical or legal changes at any time. Flownative will inform its customers of any changes in advance.

3. Obligations of the parties

- a) The customer is obliged not to pass on his passwords and other access credentials - insofar as such have been made available to him by us - to third parties and to change them regularly. The customer is responsible for any misuse by third parties, insofar as the customer is responsible for such misuse.
- b) The customer is obliged to make regular back-up copies of his hosted data. If he is not in a position to do so, he must commission Flownative or other professionally suitable third parties with the backup. The customer is liable for any loss of data due to inadequate backup, unless there is a compelling legal or contractual reason for liability.
- c) The customer is obliged to keep their contact details and payment information up to date and to notify us of any changes.
- d) Flownative is not liable for content that the customer makes available on its pages. The customer is obliged to independently ensure that the content he posts is in compliance with applicable law. In particular, if the customer posts pornographic, inciting, violent, discriminatory or other illegal content or spreads computer viruses, worms or other destructive codes via his website, Flownative is entitled to block access and to terminate the contractual relationship extraordinarily and without notice.
- e) The customer must exercise due diligence to ensure that the programs, scripts, etc. installed by him do not endanger the operation of the platform, the network or other data stored on the servers. Should a program, script or the like endanger the operation of the platform or the network or other data stored on the servers, Flownative is entitled - irrespective of the fault of the customer - to temporarily or permanently block this content. If no immediate action is required in this regard because Flownative is not immediately harmed, Flownative will inform the customer prior to blocking and give the customer the opportunity to remove the problematic code.

4. Conclusion of contract, prices, payment and default

- a) The customer can submit their offer via the booking form integrated on the Flownative website. In doing so, the customer makes a legally binding contractual offer in relation to the selected package by entering the requested data completely and truthfully and clicking on the "Send" button. Acceptance (conclusion of the contract) by Flownative takes place through the sending of the required access data and the activation of the customer account. Flownative reserves the right to reject the contract offer without giving reasons. A legal claim to acceptance of the contract offer does not exist in any case.
- b) The services are provided on the basis of the plans / packages booked by the customer. The fees are based on the respective package booked and consist of the basic fee for the package booked and any additional chargeable services used (e.g. for storage space and computing power). Details can be found in the description of the respective plan. The features for the respective package can also be found in the respective offer. Individual agreements on package prices or features of the package are possible in compliance with the specifications in point 7 of these supplementary terms and conditions.
- c) The customer has various payment options at his disposal, which result from the respective offer. The following due date regulations apply for the consumption-independent monthly fee: If payment in advance, payment on account or payment by credit card has been agreed, payment is due immediately after conclusion of the contract or renewal of the contract.
- d) If the SEPA direct debit payment method is selected, the invoice amount is due for payment after a SEPA direct debit mandate has been issued, but not before expiry of the deadline for the pre-notification. Pre-notification is any communication (e.g. invoice, policy, contract) from the service provider to the client announcing a debit by SEPA Direct Debit. If the direct debit is not honoured due to insufficient funds in the account or due to the provision of incorrect bank details, or if the Client objects to the direct debit although he is not entitled to do so, the Client shall bear the fees incurred by the respective credit institution as a result of the chargeback if he is responsible for this.
- e) Consumption-dependent charges for chargeable additional services will be notified to you within the scope of the respective package. The fees incurred for these services are due after the end of the respective billing period (calendar month).

5. Contract duration, extension of the contract term and termination

- a) The contract for the use of Flownative Beach is concluded for a period of one calendar month (billing period). The billing period begins on the

day of booking, but not before the required access data has been sent and the customer account has been activated, and ends at the end of the last day of the respective calendar month (23:59). If the Customer has booked a Package after the first day of the respective calendar month, the billing period shall end at the end of the last day of the booked calendar month (23:59).

- b) In Flownative Beach, the customer creates an "organisation" which is assigned to a specific contract. Within the organisation, chargeable packages (for example, projects and instances) and additional services can be created and used. While the packages and services are charged according to use, the organisation itself is free of charge for the client. The organisation remains in place during the contractual relationship for billing purposes.
- c) The contract can be terminated by the customer at any time to the next end of the month. Notice of termination must be given in text form (e.g. by email or via the Flownative website). If neither the customer nor Flownative terminates the contract at least one working day before the end of the respective billing period (calendar month), the contract will be automatically extended for a further calendar month; the term of the extension begins on the first day of the respective calendar month. The extension of the contract term repeats until one of the contracting parties terminates the contract.
- d) Flownative may terminate the contract at the end of the contract term without giving reasons. Flownative's notice of termination must be received by the customer no later than 20 working days before the end of the contract period.
- e) The timely termination by Flownative or the customer will result in the termination of the contract. Any website data remaining on the platform will be deleted immediately by Flownative at the end of the contract period (calendar month). It is therefore the responsibility of the customer to back up their data during the term of the contract. If the customer fails to comply with this obligation, Flownative will not be responsible for the loss of data, subject to clause 8 of these supplementary terms and conditions and clause 3 of the GTC.

6. Trial period

- a) As part of promotions, we may offer customers a free trial period for Flownative Beach, where the customer will receive a trial account for a specific package with limited features. The duration of the trial period and the services offered can be found in the relevant offer. During the test phase, the customer can decide whether to convert the test account into a regular chargeable account by making a corresponding declaration via the administration interface. This declaration is equivalent to the declaration according to point 4 paragraph a) of these supplementary terms and conditions and triggers the same legal consequences. If the customer does not submit a declaration by the end of the test phase, the test account will be deleted.

- b) If the customer opts for a chargeable account, the data created during the test phase will be transferred to the chargeable account. If the customer does not decide in favour of a payable membership, the account and the data contained therein will be deleted immediately after expiry of the test phase. In this case, it is the responsibility of the customer to back up their data before the end of the trial period. In this case, Flownative will not be responsible for the loss of data.

7. Individual agreements

- a) At the request of the customer, an individual agreement can be made on the package prices or individual features of the packages. To do this, the customer must make an appropriate offer to Flownative or request Flownative to make an offer.
- b) Flownative is not obliged to accept such an offer or to comply with the customer's request to submit an offer. The individual agreement relates exclusively to the package prices or individual features of the packages. Further individual agreements are not envisaged, so that in all other respects the present supplementary conditions and GTC apply. In particular, the contract term stipulated in these supplementary terms and conditions remains unaffected by the individual agreement.
- c) In the event of termination, the individual agreement shall also be terminated. Should the Client wish to conclude a new Agreement after termination, he shall not be entitled to conclude an Individual Agreement on the terms and conditions of the originally terminated Individual Agreement; in this case, the terms and conditions of the Individual Agreement must be renegotiated, whereby the rates of this section shall apply.

8. Supplementary provisions on liability / indemnification

- a) The customer is obliged to regularly back up their data. In the event of a loss of data on the "Flownative Beach" platform for which Flownative is responsible, Flownative's liability is limited to the costs of restoring and backing up the data that would have been lost even if the customer had properly backed up the data. Inadequate data back-up may also result in the customer having to accept contributory negligence within the meaning of § 254 of the German Civil Code (BGB). This paragraph does not apply if there is a case of liability within the meaning of paragraph 2 or another case of mandatory contractual or statutory liability.