

General Terms of Use for FlowMate Users

As of 31 August 2026

Introductory Note

These Terms of Use apply to the use of the service offered by FlowMate GmbH, Harry-Blum-Platz 2, 50678 Cologne, Germany, registered with the Cologne Local Court (Amtsgericht Köln) under HRB 114268, legally represented by its managing director Frank Türling (hereinafter "FlowMate") (the "FlowMate AI" service) by businesses (hereinafter the "Customer" or "User"). FlowMate is provided both directly and embedded within third-party AI platforms and SaaS applications via the Model Context Protocol (MCP) ("FlowMate Inside").

1. General Provisions

- 1.1. These terms apply to the contractual relationship into which they are incorporated, as well as to all future business relationships with the customer, insofar as FlowMate does not refer to other terms.
- 1.2. Deviating, conflicting or supplementary terms of the customer shall not become part of the contract, even if FlowMate does not expressly object to them.
- 1.3. FlowMate only offers to enter into contracts with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law. FlowMate does not enter into contracts with consumers.

2. Conclusion of Contract and Access

- 2.1. The contract is concluded by the customer registering at <https://app.flowmate.ai> and accepting these Terms of Use as part of the registration process. Upon successful registration, the customer is given access to a dashboard, through which the steps and prompts required to activate FlowMate AI on the respective AI platforms are provided. Once this activation is complete, the customer may use FlowMate AI via the connected AI platforms.
- 2.2. The customer shall provide truthful information during registration and update it without undue delay in the event of any changes. Customers domiciled outside Germany but within the EU must provide their VAT identification number.

3. Access and Access Credentials

- 3.1. The customer registers using an email address and a self-selected password that may be changed at any time (together, the "Access Credentials"). The Access Credentials entitle the customer to use the FlowMate dashboard and to connect FlowMate AI within the supported AI platforms.
- 3.2. The customer may create additional users for its account. Each user receives their own individual Access Credentials. The customer is responsible for ensuring that all users it creates comply with these Terms of Use.
- 3.3. FlowMate AI is integrated within the supported AI platforms as a connector. The customer's authentication with FlowMate takes place via a standardized connection process provided by the respective AI platform, using the customer's Access Credentials for FlowMate. FlowMate never requests, and never obtains access to, the customer's access credentials for the respective AI platform.
- 3.4. Access Credentials may not be transferred to third parties or made available to third parties for use. The customer shall take reasonable technical and organizational measures to prevent misuse of its Access Credentials and shall notify FlowMate without undue delay if it suspects unauthorized access.
- 3.5. In the event of misuse of Access Credentials, the customer bears the burden of proving that it is not responsible for such misuse.

4. Scope and Nature of the Service

- 4.1. FlowMate provides an automation infrastructure that enables the customer to create, monitor and execute workflows ("Flows") between AI platforms, the customer's software, and connected third-party systems.
- 4.2. Flows can be operated in different control modes (including Automated, Assisted, and Supervised). The respective mode determines the extent to which execution takes place without prior human approval. The customer selects the control mode for its Flows at its own responsibility.
- 4.3. The AI platform is used for configuring Flows. The subsequent execution of configured Flows is carried out by FlowMate's automation infrastructure independently of the availability of the respective AI platform. This does not apply to Flows in "Assisted" control mode where their execution requires a feature of the respective AI platform; in that case, execution depends on the availability of that feature.
- 4.4. FlowMate does not permanently store any payload data processed during the execution of Flows. Activity logs are retained for a period of 30 days and are then automatically deleted. There is no right to the restoration of deleted Flow data or logs.
- 4.5. FlowMate is entitled to make changes to the scope of the service that are reasonable for the customer, in particular where necessary to comply with statutory requirements or to ensure operational security.

5. Use of Third-Party Providers and Connectors

- 5.1. To the extent the customer uses FlowMate AI to access third-party offerings (e.g., CRM, communication or collaboration systems) or to exchange data with such systems, FlowMate uses the access credentials provided for this purpose solely to render the service owed to the customer.
- 5.2. The customer shall ensure that it holds the rights required to use the respective third-party systems and that it complies with their terms of use. FlowMate is not responsible for the processing of personal data by a third-party system connected by the customer; such a third-party system does not become a sub-processor of FlowMate by virtue of the connection.
- 5.3. FlowMate provides no warranty as to the availability, functionality or results of connected third-party systems.
- 5.4. Connectors to third-party systems are built by FlowMate exclusively on the basis of the respective third-party provider's publicly available APIs and documentation, following a standardized process. FlowMate has no influence over the existence, scope, functionality or performance of these APIs; responsibility for these matters lies solely with the respective third-party provider. FlowMate likewise has no influence over, and conducts no review of, whether and to what extent the customer is authorized to use the respective API or third-party system; responsibility for this lies solely with the customer pursuant to Section 5.2.

6. Automated Execution; Customer Responsibility

- 6.1. The customer is solely responsible for the substantive configuration of its Flows, in particular for the logic, data mapping, and choice of control mode.
- 6.2. For Flows in "Automated" control mode, actions are carried out in connected systems without prior approval by the customer. The customer is obligated to adequately test Flows before activating them in production and to review them on a regular basis.
- 6.3. FlowMate shall not be liable for damages arising from the execution of Flows configured or activated by the customer, including damages caused by faulty data processing in connected third-party systems, provided that FlowMate carried out the execution in accordance with the customer's configuration. Section 15 (Liability) remains unaffected.

7. Customer Obligations

- 7.1. The customer shall not use FlowMate for unlawful purposes or in a manner that infringes the rights of third parties.

- 7.2. The customer shall indemnify FlowMate against third-party claims arising from the customer's use of FlowMate AI in breach of this contract, including reasonable legal defense costs.
- 7.3. The customer shall notify FlowMate of any defects in the service without undue delay. If the customer culpably fails to do so, any resulting damages shall be borne by the customer to the extent FlowMate was unable to remedy the defect as a result of the omitted or delayed notification.

8. Confidentiality

- 8.1. Each party shall keep confidential any information of the other party that is marked as confidential or whose confidential nature is apparent from its character or the circumstances of its disclosure (including, among other things, trade and business secrets, technical concepts, and pricing information), and shall use such information solely for the performance of this contract.
- 8.2. The confidentiality obligation does not apply to information that the receiving party can demonstrate it already knew, that is or becomes publicly available through no breach of this obligation, that was lawfully provided by a third party without any obligation of confidentiality, or that must be disclosed due to a statutory obligation or an official or judicial order. In the latter case, the disclosing party shall, to the extent legally permitted, notify the other party in advance.
- 8.3. Each party is responsible for ensuring that its employees and other agents it engages comply with these confidentiality obligations.

9. Rights to the Service and to Customer Data

- 9.1. The customer is granted a simple, non-sublicensable and non-transferable right, limited to the term of the contract, to use the FlowMate service in accordance with this contract. All rights to FlowMate, in particular to the underlying software, remain with FlowMate.
- 9.2. The customer remains the sole owner of all rights to the data and content it processes via FlowMate ("Customer Data"). The customer grants FlowMate a simple right, limited to the term of the contract, to process, transmit, and exchange Customer Data between the systems connected by the customer for the purpose of providing the contractually owed service.
- 9.3. FlowMate may use any feedback, improvement suggestions, or ideas provided by the customer regarding FlowMate ("Feedback") without any obligation to compensate the customer and without restriction, for the further development of its service, provided that the Feedback does not contain any Customer Data or other confidential information of the customer.

10. Availability

- 10.1. FlowMate shall provide its service at the handover point with an availability of 99% per calendar month. Periods of unavailability that are attributable to disruptions outside FlowMate's sphere of influence, in particular disruptions of connected third-party systems or AI platforms, or to announced maintenance work, are not taken into account.
- 10.2. The availability under Section 10.1 relates to FlowMate's own execution infrastructure. For Flows in "Assisted" control mode whose execution requires a feature of the respective AI platform (Section 4.3), FlowMate provides no availability commitment to the extent the unavailability is due to that feature of the AI platform.

11. Fees and Payment Terms

- 11.1. FlowMate offers various plans (including a free plan as well as several paid plans for different numbers of users), each consisting of a monthly base price and an included allowance of execution units ("Actions") and AI model tokens ("Tokens"). The services, allowances and prices included in the respective plan chosen are set out in the price list published on the FlowMate website at the time the contract is concluded or renewed, as applicable. This price list is incorporated into the contract by reference, without requiring any amendment to these Terms of Use.
- 11.2. If the customer exceeds the allowance of Actions or Tokens included in the paid plan chosen within a billing period, additional units are automatically charged at the additional cost

("overage") specified in the price list. The customer may set its own spending limit in its account settings, upon reaching which the further execution of Flows will be paused.

- 11.3. On the free plan, no automatic billing for excess usage takes place; the execution of Flows will be paused once the allowance included in the free plan is reached, until the customer switches to a paid plan or the next billing period begins.
- 11.4. FlowMate is entitled to adjust prices, allowances, and the composition of its plans with effect for future billing periods; no amendment to these Terms of Use is required for this purpose. FlowMate shall notify the customer of any price increase affecting its existing plan at least 30 days before the start of the billing period from which the amended price list first applies to the customer, in text form or via the dashboard; the change shall not have retroactive effect. If the customer does not agree to a price increase for its existing plan, it may terminate the contract by the time the price change takes effect; in that case, the price increase shall not become effective as against the customer.
- 11.5. Insofar as a fee has been agreed for the service, FlowMate shall invoice such fee monthly in advance.
- 11.6. FlowMate may require the customer to provide a payment method upon conclusion of the contract or upon changing plans. Payment data is stored with a payment service provider.
- 11.7. In the event of default in payment, FlowMate is entitled to charge a default fee pursuant to Section 288(5) of the German Civil Code (BGB); the assertion of further damages for default remains unaffected.
- 11.8. FlowMate is entitled to send invoices in digital form.
- 11.9. The customer may change its plan at any time via the dashboard or via the FlowMate customer portal. The customer portal is provided through an external payment service provider, is designed in FlowMate branding, and is also used to retrieve invoices. There is no minimum contract term for the plan chosen, unless otherwise stated in the price list.

12. Contract Term and Termination

- 12.1. The contract is concluded for an indefinite period. Billing takes place monthly. For paid plans, either party may terminate the contract with three days' notice to the end of the then-current billing period, unless the price list specifies a different minimum term.
- 12.2. For the free plan, either party may terminate the contract at any time with one week's notice.
- 12.3. The right to extraordinary termination for good cause remains unaffected. Good cause exists in particular in the event of a breach of material contractual obligations despite a warning notice and the setting of a reasonable remedy period, as well as in the event of an application for, or the opening of, insolvency proceedings over the assets of the other party.
- 12.4. Notices of termination must be given in text form.

13. Data Protection

- 13.1. The parties shall additionally enter into a data processing agreement pursuant to Art. 28 GDPR, which shall prevail over these Terms of Use in the event of any conflict.
- 13.2. FlowMate processes personal data in accordance with the GDPR. Details regarding storage locations, sub-processors, and deletion periods are set out in the data processing agreement and in FlowMate's privacy policy.

14. Claims for Defects

- 14.1. The statutory provisions shall apply, unless otherwise agreed below.
- 14.2. The limitation period for claims for defects is one year; this shall not apply to claims arising from intent, gross negligence, injury to life, body or health, the assumption of a guarantee, or claims under the German Product Liability Act.

15. Liability

- 15.1. Liability for intent and gross negligence is unlimited.

- 15.2. In the event of a slightly negligent breach of material contractual obligations ("cardinal obligations"), liability shall be limited in amount to the foreseeable damage typical for this type of contract. Material contractual obligations are those whose fulfillment is essential to the proper performance of the contract in the first place and on whose observance the customer may regularly rely.
- 15.3. The above limitations of liability do not apply to claims arising from injury to life, body or health, from the fraudulent concealment of a defect, from the assumption of a guarantee, or under the German Product Liability Act.
- 15.4. In all other respects, FlowMate's liability, regardless of the legal grounds, is excluded.
- 15.5. Without prejudice to the foregoing paragraphs, FlowMate's liability for indirect damages, loss of profit, and damages arising from the loss of data that is not permanently retained pursuant to Section 4.4 is excluded to the extent permitted by law.
- 15.6. Without prejudice to liability under Sections 15.1 and 15.3, FlowMate's liability for claims under Section 15.2 shall be limited in amount, both per instance of damage and in aggregate for all instances of damage occurring within a period of twelve months, to an amount corresponding to the fees actually paid by the customer to FlowMate in the twelve months preceding the event giving rise to the damage.
- 15.7. The following shall apply to the free plan, by way of derogation from the foregoing paragraphs: since the service is provided free of charge in this case, FlowMate's liability is limited to intent and gross negligence. Liability for gross negligence on the part of simple vicarious agents shall be limited in amount to a sum corresponding to twelve times the monthly base price of the lowest-priced paid plan available at the time of the event giving rise to the damage, in accordance with the then-current price list (Section 11.1). Liability for intent, as well as for gross negligence on the part of FlowMate's legal representatives or senior executives, remains unlimited.

16. Miscellaneous

- 16.1. A set-off or the exercise of a right of retention shall only be permitted with respect to undisputed claims or claims that have been finally and conclusively established by a court.
- 16.2. The assignment of rights and obligations under this contract requires the prior consent of the other party; such consent shall not be unreasonably withheld.
- 16.3. FlowMate is entitled to engage subcontractors to render the service. FlowMate is liable for the acts of its subcontractors as it is for its own fault.
- 16.4. FlowMate may name the customer, using its name and logo, as a reference on its website and in marketing materials, unless the customer objects in writing.
- 16.5. Notices under this contract must be given in text form. Notices to FlowMate shall be sent to legal@flowmate.io; notices to the customer shall be sent to the email address provided at the conclusion of the contract.

17. Final Provisions

- 17.1. Amendments and supplements to this contract individually agreed between the parties must be made in text form.
- 17.2. FlowMate is entitled to unilaterally amend these Terms of Use with effect for the future, insofar as this is necessary to adapt to changed legal or technical circumstances or the amendment does not unreasonably disadvantage the customer. FlowMate shall notify the customer of amended terms in text form at least six weeks before their planned effective date, drawing the customer's attention, separately and in a prominent manner, to its right to object and to the legal consequences of failing to object in due time. If the customer does not object within six weeks of receipt of the notice, the amended terms shall be deemed accepted. If the customer objects in due time, FlowMate is entitled to terminate the contract for cause with effect from the date the amendment takes effect; the customer shall be informed of this right of termination in the notice of amendment.

- 17.3. Provisions which, by their nature, are intended to continue to apply beyond the end of the contract, in particular Section 8 (Confidentiality), Section 9 (Rights to the Service and to Customer Data), and Section 15 (Liability), shall survive termination of the contract.
- 17.4. Should any provision of this contract be or become invalid, the validity of the remaining provisions shall remain unaffected.
- 17.5. This contract is governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
- 17.6. The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract is Cologne, Germany, provided the customer is a merchant, a legal entity under public law, or a special fund under public law.
- 17.7. These Terms of Use may be translated into other languages. Only the German-language version of these Terms of Use shall be authoritative and legally binding. In the event of any discrepancy or conflict between the German-language version and a translation, the German-language version shall prevail.