

## **Terms of Service**

Last updated: January 8, 2026

These Terms of Service (“Terms”) govern the use of the Product Flow software-as-a-service platform (“Service”).

By requesting access to or using the Service, the Customer agrees to these Terms.

### **1. Provider**

The Service is provided by:

Yevgen Yeshchenko

Founder – SaaS Product Flow

Im Egerten 7/1

74391 Erligheim

Germany

Phone: +49 1575 765 86 22

Email: support@product-flow.io

### **2. Scope and B2B Restriction**

The Service is provided exclusively to business customers (B2B).

Consumers within the meaning of applicable consumer protection laws are expressly excluded from using the Service.

### **3. Subject Matter of the Service**

Product Flow is a web-based software platform for managing product structures, projects, tasks, and workflows.

The Service is provided as an early access / beta offering.

Features, availability, and functionality may change at any time.

### **4. Account Creation and Access**

Accounts are created manually by the Provider upon written request by the Customer (e.g. via email).

The Customer designates one administrator responsible for user management.

The Customer is responsible for all activities performed via its accounts.

## 5. Free and Paid Plans

### 5.1 Free Plan

A free plan may be offered with limited functionality.

No entitlement to availability, support, or continuation of the free plan exists.

### 5.2 Paid Plan

Paid plans are charged per user per year.

Billing is performed annually in advance based on an invoice.

Prices are exclusive of VAT.

Payment is accepted exclusively via bank transfer.

## 6. No Refunds

All fees are non-refundable.

No refunds are granted for unused periods, downgrades, early termination, or non-use of the Service.

The availability of a free plan constitutes an adequate opportunity for evaluation.

## 7. Customer Obligations

The Customer is solely responsible for:

- Lawful use of the Service
- Compliance with applicable laws
- Accuracy and legality of all data entered
- Maintaining independent backups of all data

The Customer is solely responsible for manually creating and maintaining independent copies of project data, tasks, and bars outside of the Service (e.g. in Excel), as no automated export functionality is provided.

## 8. Data Responsibility and Loss Disclaimer

The Service is provided on a best-effort basis.

Despite reasonable technical measures, data loss, corruption, or service interruptions may occur.

The Provider assumes no liability for data loss.

The Customer acknowledges that the Service is not intended as a primary data storage or backup system.

## 9. No Service Level Agreement (No SLA)

No service levels, uptime guarantees, response times, or availability commitments are provided.

Maintenance, updates, or interruptions may occur at any time without prior notice.

## 10. Intellectual Property

All intellectual property rights in the Service remain with the Provider.

The Customer receives a non-exclusive, non-transferable, limited right to use the Service for internal business purposes only.

## 11. Feedback

Any feedback, suggestions, or ideas provided by the Customer may be used by the Provider without restriction or compensation.

## 12. Term and Termination

The contractual relationship begins upon account activation.

The Provider may suspend or terminate access to the Service at any time, including in the case of non-payment or misuse.

The Customer may terminate the paid plan at the end of the billing period.

## 13. Limitation of Liability

The Provider shall be liable only for intent and gross negligence.

In any case, liability is limited to the fees paid by the Customer in the preceding 12 months.

The Provider shall not be liable for:

- Indirect or consequential damages
- Loss of profits or business
- Data loss
- Business interruption

## 14. Indemnification

The Customer shall indemnify the Provider against any claims arising from:

- Unlawful use of the Service

- Violation of these Terms
- Infringement of third-party rights
- Data uploaded or processed by the Customer

## 15. Data Protection

Data protection is governed by the Privacy Policy and the Data Processing Agreement (DPA).

These documents form an integral part of these Terms.

## 16. Amendments

The Provider may amend these Terms at any time.

Continued use of the Service constitutes acceptance of the amended Terms.

## 17. Governing Law and Jurisdiction

These Terms shall be governed by the laws of the Federal Republic of Germany, excluding conflict-of-law rules.

Place of jurisdiction is Germany.

## 18. Severability

If any provision of these Terms is invalid or unenforceable, the remaining provisions shall remain unaffected.