

Legal Policies and Terms

FlowOla Ltd (referred to as "FlowOla", "we", or "us"), a company registered in Hong Kong (CR Number 77737511, registered on 21/02/2025), operates the website flowola.it.com (the "Site") and provides Software-as-a-Service (SaaS), consulting, and web development services globally. The following documents detail the legal terms, policies, and conditions governing the use of our Site and services. These policies are written in English and intended for a global audience, compliant with Hong Kong laws and relevant international regulations (including the EU General Data Protection Regulation (GDPR) for personal data and cookies, and other applicable laws). Each document includes FlowOla's name, company registration details, and domain, and contains an update clause and contact information. Users of the Site and services are expected to read and agree to these terms and policies. If you have any questions or concerns about these policies, please refer to the contact information provided in each section.

Terms and Conditions of Use

1. Acceptance of Terms

These Terms and Conditions of Use ("Terms") govern your access to and use of FlowOla's Site (flowola.it.com) and any related services. By accessing or using the Site or our services, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy, Cookie Policy, and Acceptable Use Policy referenced herein. If you do not agree with these Terms or any related policy, you must not use our Site or services. We may update or modify these Terms from time to time, and such changes will be effective when posted on this page with a new "Last Updated" date. Your continued use of the Site after changes are posted constitutes acceptance of the updated Terms.

- **Eligibility:** You must be at least 18 years old (or the age of legal majority in your jurisdiction) to use our Site and services. By using the Site, you represent that you are of legal age and have the capacity to enter into a binding contract. If you are using the Site on behalf of an organization, you represent that you have the authority to bind that organization to these Terms.
- **Company Information:** This Site is operated by FlowOla Ltd, a Hong Kong-registered company (CR 77737511). Our registered office is in Hong Kong. All references to "FlowOla", "we", or "us" in these Terms mean FlowOla Ltd.

2. Scope of Services

FlowOla provides a website showcasing our SaaS products, consulting, and web development services. The Site may include informational content, service descriptions, resources (such as blog articles or technical documentation), and interfaces for client engagement (for example, client login portals or contact forms). These Terms apply to all users and visitors of the Site, including casual visitors, registered users, and clients accessing any secured portions of the Site or our online platform.

- **No E-Commerce:** Please note that our Site does not currently offer direct e-commerce or payment services. We do not sell products online through this Site, and there are no online purchase or checkout functions. As such, any references to transactions on the Site are limited to requesting proposals or contacting us for services; no online payment terms are applicable.
- **Third-Party Tools and Integration:** Our Site may integrate third-party tools (such as analytics or embedded content) to enhance user experience. Use of such tools may be subject to additional terms from those third parties, but in all cases these Terms will govern your interaction with our Site.

3. Intellectual Property Rights

All content and materials on the Site, including but not limited to text, images, graphics, logos, designs, software, audio/video clips, and the overall compilation and arrangement of such content (collectively, the “Materials”), are the property of FlowOla or its licensors and are protected by copyright, trademark, and other intellectual property laws. FlowOla and associated logos or service names are trademarks of FlowOla Ltd. All rights not expressly granted to you in these Terms are reserved by FlowOla and its licensors.

- **Limited License:** FlowOla grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Site and Materials for your personal or internal business use, solely for lawful purposes and in accordance with these Terms. This means you may view, download, or print content from the Site for informational purposes and non-commercial use only. No other use of the content or Site is permitted without our prior written consent.
- **Restrictions:** Except as expressly allowed, you must not: (a) copy, reproduce, distribute, republish, upload, post, or transmit any part of the Site or Materials in any form or by any means; (b) modify or create derivative works based on the Site or Materials; (c) remove or alter any copyright, trademark, or other proprietary notices on the Site or within the Materials; (d) use any data mining, robots, or similar data gathering and extraction tools to scrape or extract data from the Site; or (e) reverse engineer, decompile, or disassemble any software or technology used to provide the Site. All use of the Site and Materials must be in accordance with the Acceptable Use Policy (see below).
- **User Content:** If you submit any content through our Site (for example, through a contact form, comments, or an upload feature in a client portal), you represent that you have the right to do so and that such content does not violate the rights of any third party. By submitting content, you grant FlowOla a worldwide, royalty-free, sublicensable license to use, reproduce, and adapt your submitted content for the purpose of operating the Site and providing our services. You agree not to submit any confidential or sensitive information through the Site (aside from routine personal contact information as outlined in our Privacy Policy), because any information you submit (other than personal data) will be treated as non-

confidential. We reserve the right to remove or delete any user-submitted content from our Site that violates our policies or any law.

4. Acceptable Use and Prohibited Conduct

When using our Site or services, you agree to abide by our Acceptable Use Policy (detailed as a separate section below) and refrain from any improper or unlawful activities. In summary, you must use the Site only for legitimate purposes and must not misuse it.

Prohibited conduct includes, but is not limited to, the following:

- **Unlawful Use:** You may not use the Site in any way that breaches any applicable local, national, or international law or regulation. This includes not using the Site to engage in any fraudulent activity or to further any criminal or illegal purpose.
- **Malicious Activity:** You may not use the Site to transmit viruses, malware, or any other harmful code. You must not attempt to gain unauthorized access to any part of our Site, servers, or systems, nor attack our Site via a denial-of-service attack or similar. Such actions are strictly prohibited and may be reported to law enforcement authorities.
- **Interference and Disruption:** You may not interfere with or disrupt the proper functioning of the Site or any servers or networks connected to the Site. This includes not circumventing any access controls or restrictions on the Site, not engaging in activities that impose an unreasonable load on our infrastructure, and not using any automated means (like bots or scrapers) to access the Site in violation of our rules.
- **Harassment or Harm:** You may not use the Site to transmit or post any content that is defamatory, obscene, offensive, hateful, or that promotes discrimination, bigotry, racism, or violence. You also may not use our Site to harass, threaten, or cause distress or inconvenience to any other person. Specifically, targeting minors in any way on our Site is prohibited.
- **Intellectual Property and Privacy Violations:** You must not upload or share content on the Site that infringes any copyright, trademark, trade secret, or other intellectual property rights of others. Similarly, you may not violate others' privacy or data protection rights via the Site (for example, by posting personal data of others without consent).
- **Spam and Unauthorized Communications:** Unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," chain letters, or pyramid schemes via our Site or services are not allowed. You may not use our contact forms or any interactive features to send mass messages or automated communications.
- **Restricted Access Areas:** If you have been provided with login credentials or API keys for any part of our services, you must keep those credentials confidential and not share them with any unauthorized person. You may only access those portions

of the Site or services that you are authorized to use. Any attempt to access areas or features without permission is a violation of these Terms.

FlowOla reserves the right to investigate and take appropriate action against any violation of these Terms or the Acceptable Use Policy. Such action may include suspension or termination of your access to the Site or our services, and if necessary, legal action. If you become aware of any misuse of our Site by any person, please contact us immediately (see Contact Information at the end of these Terms).

5. Disclaimers of Warranties

Use at Your Own Risk: Your use of the Site and services is at your sole risk. The Site, services, and all Materials are provided on an “AS IS” and “AS AVAILABLE” basis, without any warranties of any kind either express or implied. FlowOla disclaims all warranties and representations, whether express, implied, or statutory, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any warranties arising from course of dealing or usage of trade. We do not guarantee that the Site will be available at all times, uninterrupted, secure, or free of errors, viruses, or other harmful components.

- **No Guarantee of Accuracy:** While we strive to provide accurate and up-to-date information on our Site, we make no warranty or representation that any content or Materials are accurate, complete, reliable, current, or error-free. Any reliance on the information on our Site is at your own discretion. We reserve the right to correct any errors or omissions in the Site’s content, but we have no obligation to do so promptly.
- **Third-Party Content:** The Site may include content or links provided by third parties. FlowOla does not endorse, guarantee, or assume responsibility for the accuracy or reliability of any third-party information or content on the Site. Any third-party services, websites, or content that you access via links on our Site are subject to their own terms and privacy policies, and we are not liable for those external services. (See also “Links to Third-Party Sites” below.)

6. Limitation of Liability

To the fullest extent permitted by applicable law, FlowOla Ltd and its directors, officers, employees, agents, partners, and affiliates shall not be liable for any indirect, incidental, special, consequential, or exemplary damages arising out of or in connection with your use of (or inability to use) the Site or our services. This includes, without limitation, damages for loss of profits, loss of data, business interruption, or other commercial damages or losses, even if we were advised of the possibility of such damages.

- **Cap on Direct Damages:** To the extent permitted by law, our total aggregate liability to you for all claims arising from or related to the use of the Site or services (whether in contract, tort, negligence or otherwise) is limited to the amount (if any) you have paid to us for services in the last 12 months or USD \$100, whichever is lower. Since

our Site generally does not charge fees to casual users, in most cases this means we have no financial liability for your use of the free portions of the Site.

- **Exceptions:** Nothing in these Terms limits or excludes our liability for any matter that cannot be limited or excluded under applicable law. For example, if Hong Kong law or other applicable law does not allow the exclusion of certain warranties or the limitation of liability for certain types of damages, those provisions of law will override the above disclaimers to the minimum extent required. However, in any case, our liability will be limited to the greatest extent permitted by law.
- **Indemnification:** You agree to indemnify, defend, and hold harmless FlowOla and its affiliates, officers, and employees from and against any and all claims, losses, liabilities, damages, expenses, or demands (including reasonable legal fees) arising out of or related to your use of the Site or services in violation of these Terms, or your violation of any law or the rights of any third party. This indemnification obligation survives the termination of these Terms and your use of the Site.

7. Links to Third-Party Sites

Our Site may contain links to third-party websites or use third-party services (for example, social media sharing buttons, analytics scripts, or code from service providers). These links and integrations are provided for your convenience or to enhance functionality, but they do not signify that we endorse or are affiliated with the linked sites or services. FlowOla has no control over third-party websites or services, and we assume no responsibility for the content, privacy policies, terms, or practices of any third-party websites.

- If you click a third-party link, you do so at your own risk. We recommend you review the terms and policies of any third-party site you visit.
- Nonetheless, we seek to protect the integrity of our Site and welcome feedback about any external links provided. If you have any concern that a link on our Site is inappropriate or broken, please contact us.

8. Governing Law and Dispute Resolution

These Terms, and any disputes arising from or relating to your use of the Site or our services, are governed by the laws of Hong Kong Special Administrative Region, without regard to conflict of law principles. By using our Site, you agree that any disputes not resolved informally shall be subject to the exclusive jurisdiction of the courts of Hong Kong.

- **Jurisdiction:** You consent to the jurisdiction of the courts of Hong Kong for any legal action arising out of or relating to these Terms or your use of the Site. You agree that Hong Kong is the appropriate venue for any such action, and waive any objection you might have to jurisdiction or venue in Hong Kong, including objections based on inconvenience.
- **Dispute Resolution Efforts:** Before resorting to formal litigation, we encourage you to contact us to discuss and attempt to resolve any issue informally. We are open to

considering alternative dispute resolution mechanisms (such as mediation or arbitration in Hong Kong) by mutual agreement, but in the absence of such agreement, disputes will be resolved in the courts.

- U.S. Users and Others: We make no representation that the content or services on our Site are appropriate or available for use in any particular jurisdiction. If you are accessing the Site from outside Hong Kong, you are responsible for compliance with local laws. Access to the Site from territories where its content is illegal is prohibited. (See also Export Control and U.S. Restrictions below for additional limits on usage by certain persons.)

9. Termination

FlowOla reserves the right to suspend or terminate your access to the Site or any portion of our services at any time, without prior notice, if we reasonably believe you have violated these Terms, any applicable law, or if we decide to discontinue the Site or a portion of services.

- If you have an account or subscription with us, termination of that account will mean you no longer have access to the services or data associated with that account. We may, in some cases, provide you with a notice of the violation and an opportunity to remedy it (if curable) before terminating access, but we are not obligated to do so.
- Upon termination, the provisions of these Terms that by their nature should survive (such as intellectual property rights, disclaimers of warranty, limitation of liability, governing law, and indemnification) shall continue in effect. If your access is terminated and you believe this was in error, please contact us to discuss.

10. Changes to These Terms

We may revise or update these Terms and Conditions from time to time in order to reflect changes in our services, legal obligations, or for other operational reasons. When we make changes, we will update the “Last Updated” date at the top of this document. It is your responsibility to review these Terms periodically for any changes. Continued use of the Site following the posting of revised Terms signifies your acceptance of the updated Terms.

- If we make any material changes to these Terms, we may also provide additional notice (such as by posting a notice on our Site’s homepage or sending an email notification, if appropriate). However, it is ultimately your responsibility to stay informed of the current Terms.
- If you do not agree to the revised Terms, you should discontinue your use of the Site and services.

11. Contact Information (Terms of Use)

If you have any questions, concerns, or feedback regarding these Terms and Conditions of Use, please contact us:

FlowOla Ltd (Hong Kong CR No. 77737511)

Website: flowola.it.com

Email: info.flowola@gmail.com (for general inquiries)

Please include your name and contact information and a clear description of your question or concern. We will do our best to respond in a timely manner.