## 1. Acceptance of the Terms

Welcome to Flaem.co! These Terms of Service ("Terms") are entered into between you and Flaem Technologies SRL ("Company," "we," or "us"). The following Terms govern your access to and use of our website (<u>https://flaem.co</u>), including any content, functionality, and services offered on or through the platform ("Platform").

Please review these Terms before using the Platform. By accessing or using any part of Flaem.co, you agree to be bound by these Terms. If you do not accept the Terms, please do not use the Platform.

# 2. Changes to the Terms

We may update or modify these Terms at any time, at our sole discretion. All updates will take effect once posted on the Platform. Your continued use of the Platform means you accept and agree to the modified Terms. Please check back periodically for updates.

## 3. Platform Modifications

We reserve the right to modify or discontinue any portion of the Platform, features, or services without notice. We are not liable if any part of the Platform becomes unavailable.

### 4. Account and Access

To access certain parts of Flaem.co, you may need to create an account. You agree to provide accurate, complete information and keep it up to date. You must be at least 18 years old or have legal authority to enter into these Terms on behalf of an organization.

Users may not create or manage more than one account. Duplicate accounts may be suspended or permanently disabled.

Keep your login credentials confidential. Notify us immediately if you suspect unauthorized access or a security breach.

5. User Content

Any content (text, images, links, etc.) you upload or share on the Platform ("User Content") remains yours, but by uploading it, you grant Flaem.co a worldwide, non-exclusive, royalty-free, sublicensable license to use, display, distribute, and adapt it for Platform-related purposes.

You must have rights to all User Content you post and ensure it does not violate any law or third-party rights.

We are not responsible for the accuracy or legality of User Content provided by you or others.

- Content Standards User Content must comply with all laws and must not:
- Be abusive, obscene, hateful, or defamatory
- Promote illegal or discriminatory behavior
- Infringe on others' intellectual property
- Impersonate individuals or misrepresent affiliations
- Violate privacy rights or contain false information
- Be spammy, misleading, or offensive

We reserve the right to remove any User Content at our discretion.

7. Company IP

All materials on Flaem.co, including design, text, graphics, code, and logos, are owned by the Company or licensed to us and protected by intellectual property laws. You may not copy, distribute, or use our content without permission.

You are granted a limited, revocable, non-transferable license to use the Platform in accordance with these Terms.

- 8. Prohibited Uses You agree not to:
- Use the Platform for unlawful purposes
- Interfere with the Platform's functionality
- Scrape or extract data without permission
- Reverse-engineer or modify the Platform
- Introduce malicious code
- Attempt unauthorized access to systems or data
- 9. Privacy Policy

Your use of the Platform is also governed by our Privacy Policy, available at <u>https://flaem.co/privacy</u>. By using the Platform, you consent to the collection and use of

data as described.

- 10. Monitoring and Termination We reserve the right to:
- Remove content at our discretion
- Suspend or terminate accounts violating these Terms
- Cooperate with legal authorities in case of misuse

We are not liable for any damages caused by or related to moderation or enforcement actions.

11. Fees and Billing

Our pricing plans are listed on our website. You agree to pay the applicable subscription fees based on your selected plan. Plans renew automatically unless canceled. We offer a 14-day refund policy for new users. All payments are processed via Paddle.com, our authorized reseller and merchant of record.

#### 12. Accuracy of Information

Content and data provided through Flaem.co are for informational purposes only. We are not responsible for errors or third-party content.

13. External Links

The Platform may contain third-party links. We do not endorse or assume responsibility for third-party sites or content. Access them at your own risk.

### 14. Confidentiality

If we share any non-public features or business information with you (e.g., beta features), you agree to keep it confidential.

### 15. Linking and Embedding

You may link to our Platform in a fair, non-deceptive way. Embedding or framing any part of the Platform without consent is prohibited.

### 16. Feedback

We welcome feedback and suggestions but are under no obligation to use them. If submitted, you grant us a license to use feedback without compensation.

### 17. Disclaimers

We provide the Platform "as is." We do not guarantee it will be uninterrupted, error-free, or secure. We disclaim all warranties to the fullest extent permitted by law.

#### 18. Limitation of Liability

Flaem.co and its affiliates shall not be liable for indirect or consequential damages. Total liability shall not exceed \$100 or the amount you paid us in the past 12 months.

### 19. Indemnification

You agree to defend and indemnify Flaem.co against any claims related to your use of the Platform, including violations of these Terms.

#### 20. Governing Law

These Terms are governed by the laws of Romania. Disputes will be resolved in the courts of Oradea, Romania, unless otherwise required by law.

#### 21. Claim Time Limit

Any claim related to these Terms must be filed within one (1) year, or it will be permanently barred.

### 22. Waiver & Severability

Failure to enforce a provision is not a waiver. If any part of these Terms is held invalid, the rest will remain in effect.

### 23. Entire Agreement

These Terms and our Privacy Policy represent the full agreement between you and Flaem.co regarding use of the Platform.