# Terms of use and sale

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**DRAFT pending legal review — not the final version.**

## 1. Who provides the service and what these terms cover

FlexiFlow is the trade name of a service provided by [OWNER NAME — PENDIENTE], tax ID (NIF) [OWNER TAX ID — PENDIENTE] (the "owner"), an individual. Full details in the Legal notice.

These terms govern use of the platform and the purchase of its plans and modules. By creating an account or buying, you accept them. If the service is used by a firm or business with its own agreement, that agreement prevails where they conflict.

## 2. Your account

- You must give true information and keep your password secret. You are responsible for what is done with your account.
- An account can have several users with roles (owner, administrator, collaborator, read-only). Whoever invites is responsible for whom they invite. Each invited person accepts these terms when joining.
- You can close your account at any time from "My account". There is a grace period before final deletion, explained in the Privacy policy.

## 3. Plans, modules and prices

The plans and modules, their limits and prices are those on the Pricing page at the time of purchase. Prices are shown with or without VAT as indicated in each case.

We may change prices and plans. A price change **does not affect what is already paid** and **is never applied without notice**: we email you at least 60 days ahead, keep your current price for 12 months from when you subscribed, and you can cancel at no cost before the new price affects you. Annual plan prices stay until renewal.

**Free plan.** It includes a number of document reads a month and a maximum of invoices issued per calendar year, shown on the Pricing page. At the maximum nothing is lost: issued invoices stay available, corrective invoices are still allowed and, to issue more, you need a plan or a paid module.

**Free trial.** Where offered, you can try the Freelancer plan for the stated period, with no card and no automatic charge, once per account. When it ends the account goes back to the Free plan unless you subscribe; your data is kept.

## 4. Subscription, renewal, plan change and cancellation

- **Renewal:** subscriptions renew automatically every month or year, as purchased, until you cancel. Before paying you will see the amount, taxes and renewal date.

- **Plan change:** you can move up or down. The adjustment of amounts and when it applies are shown before you confirm.
- **Cancellation:** you can cancel at any time in the application. Cancelling prevents the next renewal and keeps access until the end of the period already paid. Refunds follow the refund policy.
- **If you move to a lower plan,** you keep your data; some features or limits (for example, number of users) may be unavailable until you fit the plan again.
- **Non-payment:** if a charge fails, we may limit features until it is settled, telling you first.

## 5. AI credits

- The plan includes a **monthly credit allowance** for reading documents (with AI levels that use more or fewer credits). The plan allowance **renews each month and does not accumulate**.
- **Credits you buy separately (top-ups)** are spent after the plan allowance and **expire if 12 months pass without topping up or using top-up credits**. We email you 60 and 30 days before the expiry date and nothing expires without both warnings. This rule applies only to top-ups bought after it came into force.
- If the allowance runs out, documents are not lost: they stay pending and you are told why.
- Credits are not money, cannot be exchanged for money or transferred to another person.

## 6. Fair use and limits

The service is offered for the normal use of your activity. There are technical limits (for example, file size and number per upload, monthly document caps, number of users) shown in the plan and the application. You must not use the service in a way that harms its operation or other people's (massive automated loads, attempts to access others' data, unlawful use). If there is abuse, we may limit or suspend use, telling you where reasonable.

## 7. Availability

We try to keep the service available, but **we do not guarantee continuous or uninterrupted availability**: there may be maintenance, incidents or outside causes. We make backups, which reduce risk but do not guarantee that data is never lost. We recommend exporting your data regularly.

## 8. Calculations, forms and artificial intelligence: indicative

- **Tax calculations**, pre-filled forms (for example VAT or income tax) and the tax calendar are **indicative**: they help you prepare, but **are not tax, accounting or legal advice** and do not guarantee that what is filed is correct. Review before filing, or ask your firm.
- **AI invoice reading can be wrong.** The AI proposes and the program checks, but **you (or your firm) review and approve** each datum before using it.
- The invoicing features are designed to take the Verifactu system into account. **We do not**

**state that the service complies with or is certified under Verifactu**; check with your firm what applies to you.

- You are responsible for the invoices you issue and the returns you file.

## 9. Your data

The data of your activity (invoices, customers, expenses…) is yours. You are the controller of that data and the owner acts as processor (art. 28 GDPR). If you are a firm or business, you need to accept the Data processing agreement. You can export and delete your data from "My account". You must be entitled to process any third-party data you enter and, if you turn on AI, inform whoever needs to know. More in the Privacy policy.

## 10. Intellectual property

The software, design and texts of the service belong to the owner or its licensors. We give you a personal, limited, non-exclusive, non-transferable right of use for the term of your contract. You may not copy, decompile or resell the service. Your data and documents remain yours.

## 11. Suspension and termination

We may suspend or close an account if you breach these terms or the law, or if the use endangers the service, telling you where possible and letting you export your data.

## 12. Liability

The owner is liable for damage caused by their fault or wilful misconduct as the law provides. Otherwise, and to the extent the law allows, the owner is not liable for indirect losses, loss of profit or the consequences of tax decisions or filings based on indicative calculations or AI readings. Total liability towards a professional customer is limited to. Nothing here limits the rights the law gives to consumers.

## 13. Consumers and professionals

- A **consumer** buys outside their professional activity (for example, for the My money module). They have the rights the law gives them that cannot be limited by contract, including withdrawal: see Refunds and withdrawal.
- A **professional** buys for their activity (self-employed, business, firm). They have no legal right of withdrawal.

## 14. Changes to the terms

We may update these terms. Each version has a number and a date. For an important change, we will tell you inside the application and ask you to accept it again; if you disagree, you can cancel.

## 15. Applicable law and jurisdiction

These terms are governed by Spanish law. Disputes will be heard by the competent courts; if

you are a consumer, those of your home.

## 16. Contact

[CONTACT EMAIL — PENDIENTE]