

Terms of Service of MonteFlow.cloud for Institutions

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Binding Polish original: <https://monteflow.cloud/tos/customer/1.4/>

Machine translation — for information only. This document is a machine translation of the Polish original. Only the Polish version is binding; in the event of any discrepancy, the Polish text prevails.

§ 1. General provisions

1. These Terms of Service set out the rules for providing the service of access to the **MonteFlow.cloud** platform (hereinafter: the "Service" or the "Platform") to Institutions, including the rules for concluding the agreement via the website, payments, the term and termination of the agreement, the liability of the Parties and the complaint procedure. These Terms of Service constitute terms of service within the meaning of Art. 8 of the Polish Act of 18 July 2002 on the Provision of Electronic Services.
2. The Service Provider is **ZUBEL.PRO Krystian Zubel**, a sole proprietorship with its registered office at ul. Orzechowa 5, 55-040 Dobkowice, NIP (Polish tax identification number): 913-153-70-18 (hereinafter: the "Service Provider").
3. Contact with the Service Provider:
 - general matters, technical support, complaints and billing: support@monteflow.cloud,
 - matters relating to the protection of personal data: privacy@monteflow.cloud.

The address support@monteflow.cloud is also the point of contact for the authorities of the Member States, the European Commission and recipients of the service within the meaning of Articles 11 and 12 of Regulation (EU) 2022/2065 (Digital Services Act). Communication with the point of contact is possible in Polish and English.
4. The Platform is available at <https://app.monteflow.cloud/>, and its demo version at <https://demo.monteflow.cloud/>.
5. **The Service is intended exclusively for businesses and institutions.** The Service Provider does not conclude agreements with consumers. The agreement may be concluded only by an entity meeting the conditions set out in § 2 item 1, acting for a purpose directly related to its activity.
6. The agreement for the provision of the Service may be concluded:

- **via the website** — by way of a self-service purchase on the terms set out in § 4(1)–(5) (hereinafter: “Self-Service Purchase”), or
 - **individually** — by signing the Agreement for the Provision of the MonteFlow.cloud Service or another agreement concluded individually with the Service Provider (hereinafter: “Individual Agreement”).
7. In the case of a Self-Service Purchase, these Terms of Service together with the documents referred to in § 19 constitute the entire agreement between the Parties. In the case of an Individual Agreement, these Terms of Service form an integral part of it, and the provisions of the Individual Agreement take precedence over the provisions of these Terms of Service.
8. These Terms of Service are made available free of charge before the agreement is concluded, at the permanent address indicated in § 19, in a manner that allows them to be downloaded (also in PDF format), stored and reproduced.
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§ 2. Definitions

The terms used in these Terms of Service have the following meanings:

1. **Institution** — a legal person, an organisational unit without legal personality or a natural person conducting business activity, whose business or statutory activity comprises education, upbringing, childcare or the provision of training (including activity conducted using the Montessori method), in particular a school, kindergarten, nursery, children’s club, extracurricular activity centre, language school or training centre, which has concluded an agreement with the Service Provider for the provision of the Service and uses the Platform in connection with that activity. In the Individual Agreement, the Institution may also be referred to as the “Customer”.
2. **Institution Administrator** — a person designated by the Institution to manage the Institution’s account on the Platform.
3. **Owner Account** — the Institution Administrator’s account acting as the owner of the Institution’s account. In the case of a Self-Service Purchase, the Owner Account is the account created for the e-mail address provided at the time of payment (§ 4(4)).
4. **User** — any natural person using the Platform (in particular the Institution Administrator, a teacher, an employee or associate of the Institution, a parent or legal guardian, a Participant who has an account).
5. **Participant** — a pupil, student or participant of activities conducted by the Institution, including a child, whose data are processed on the Platform. Whenever the Individual Agreement or other documents refer to a “Child”, this shall be understood as a Participant; provisions concerning only children (in particular § 9(1) item 6) apply to Participants who are children.
6. **Basic Mode** — the Platform’s mode of operation serving as a tool supporting the work of the Institution, not subject to the requirements for electronic class registers laid down in the provisions of education law.

7. **Compliance PL Mode** — the Platform's mode of operation compliant with the Regulation of the Polish Minister of National Education on the manner of keeping documentation of the course of teaching, educational and care activities and the types of this documentation by public kindergartens, schools and institutions, enabling an official electronic class register to be kept. Compliance PL Mode is available only under an Individual Agreement.
8. **Package** — a set of Platform functionalities offered at a single rate, as specified in § 3(5).
9. **Module** — an extension of the Platform's functionality (Office Module (Moduł Biuro), Compliance PL Module (Moduł Zgodność PL), SEN Module, Roles and Permissions Module), available as part of a Package or — under an Individual Agreement — separately.
10. **SEN Module** — a module supporting special educational needs, comprising the SEN designation, health notes, the Participant's sensitive documents stored in a separate repository with a sensitive data access list, remedial courses and a mechanism for recording Health Consent.
11. **Roles and Permissions Module** — a module enabling the Institution to create its own user roles and to determine independently the scope of permissions assigned to each role. Without this Module, the Institution uses only predefined roles (Institution Administrator, Teacher, Parent) with a fixed scope of permissions.
12. **Sensitive Data Access List (Sensitive ACL)** — a technical mechanism restricting access to the Participant's sensitive documents exclusively to users expressly authorised by the Institution Administrator.
13. **Data export (Articles 15 and 20 GDPR)** — a Platform functionality enabling the data of a Participant or of the entire Institution to be downloaded in a structured format, for the purpose of exercising the right of access and the right to data portability.
14. **Health Consent** — the fact, recorded on the Platform, that a parent or legal guardian has given consent to the processing of data concerning the child's health; a precondition for entering health notes and SEN sensitive documents into the Platform.
15. **Billing Period** — the period for which the fee for the Service is charged:
 - in the case of a Self-Service Purchase — a period of one month counted from the date of purchase to the day preceding the same day of the following month (e.g. from 30 September to 29 October), and then successive such periods; if a given month has no day with the same number, the period ends on the last day of the month,
 - in the case of an Individual Agreement — a calendar month, unless the Individual Agreement provides otherwise.
16. **Active Participant** — a Participant assigned to the Institution on the Platform who is not marked as archived or deleted. A Participant is deemed Active in a given Billing Period if they held that status for at least one day of that period. Whenever the Individual Agreement refers to an "Active Child", this shall be understood as an Active Participant.
17. **Licence Limit** — the maximum number of Licence Seats that may be used simultaneously under the purchased Package. The number of Licence Seats used is determined as the sum of the

weights assigned to Active Participants in accordance with item 19, rounded up to a full Licence Seat.

18. **Education Mode** — the status of a Participant on the Platform, set by the Institution, determining the scope of functions available for that Participant and the manner in which they are shown in reports. **Education Mode is available only in Compliance PL Mode.** The Platform distinguishes three Education Modes:

- **on-site** — the default mode; the Participant uses the full range of functions, including attendance records and care functions,
- **home education** — the Participant remains enrolled in the Institution and assigned to a group, but does not take part in daily activities. The Platform excludes such a Participant from attendance records, automatic marking of absences, activity logs and care functions, while showing them in compliance reports and administrative statements as a Participant in home education. The remaining functions — in particular documentation, messages and consultations — remain available,
- **individual tuition** — the Participant does not take part in group activities to the same extent as in home education, whereas the Institution organises activities for them in an individual form.

Education Mode is a functional category of the Platform. The legal basis and the procedure for deciding to place a Participant in a given form of education derive from the provisions applicable to the country and type of the Institution and remain outside the scope of these Terms of Service; the Institution records on the Platform the factual situation resulting from its own decision.

19. **Licence Seat** — the billing unit of the Licence Limit. Each Active Participant occupies **1 Licence Seat**. In Compliance PL Mode, the number of Licence Seats depends on the Participant's Education Mode:

Education Mode	Number of Licence Seats
on-site	1
individual tuition	1
home education	0.1

20. **Payment Operator** — Stripe Payments Europe, Limited, with its registered office in Dublin (Ireland), through which payments under a Self-Service Purchase are processed.

21. **Customer Portal** — a panel provided by the Payment Operator in which an Institution using a Self-Service Purchase changes the Licence Limit, the payment method and billing details, downloads its payment history and cancels the Service. A link to the Customer Portal is available on the Platform and in e-mail messages concerning payments.

22. **DPA** — the Data Processing Agreement referred to in § 11.

§ 3. Scope of the Service and Packages

1. The MonteFlow.cloud Platform enables Institutions to:

- track Participants' attendance at the Institution and in activities,
- define groups, subjects and activities (including inter-departmental ones),
- document pedagogical observations, including those compliant with the Montessori methodology,
- track Participants' skills and progress,
- manage intra-group courses and inter-departmental (inter-group) activities, including planning, participant registration, activity documentation and a record of skills and observations in the context of the course,
- communicate with parents by sharing information on Participants' progress,
- handle absence excuses,
- handle parent-teacher consultations with iCal calendar export,
- use self-service invitations and activation of User accounts and self-service password reset,
- maintain a central audit log recording sensitive reads,
- export Participant and Institution data (Articles 15 and 20 GDPR) and exercise the right to erasure of Participant data (Art. 17 GDPR),
- record parents' Health Consents to the processing of data concerning the child's health,
- use a system of interface themes, including a high-accessibility mode compliant with WCAG 2.2 AA.

2. In Compliance PL Mode, the Platform additionally enables:

- keeping documentation compliant with the requirements of education law,
- handling Education Modes, including home education and individual tuition (§ 2 item 18),
- recording lesson topics (a curriculum function extending the course management available in the Core Package),
- documenting the implementation of the curriculum,
- exporting data in a format compliant with the regulations (XML/XSLT for the Ministry of National Education (MEN)) and support in reporting to SIO (Polish Education Information System),
- generating official documents from PDF templates (e.g. certificates, register printouts) directly from the Platform.

3. Modules extending functionality:

- **Office Module** — an administrative and office package reducing the Institution's administrative burden, comprising: a ledger per Participant, tuition fee templates, discounts, import of bank statements with IBAN matching and a financial view for parents; catering management (menus, meal sign-ups and cancellations, automatic rolling of

catering fees into the monthly invoice); a document repository for the Institution, groups and Participants (MonteDrive); an extended calendar (custom calendars, staff absence calendar, iCal export) and generation of documents from templates (also available in the Compliance PL Module).

- **Compliance PL Module** — the functionality of an official electronic class register together with a generator of official documents from PDF templates (Compliance PL Mode).
- **SEN Module** — support for special educational needs: SEN designation, health notes (up to 2000 characters), sensitive documents with a sensitive data access list, remedial courses with dedicated billing logic.
- **Roles and Permissions Module** — flexible management of roles and access within the Institution: creating custom roles (e.g. School Office, Management, Teaching Assistant, After-school Club Supervisor), duplicating and modifying predefined roles and specifying a detailed scope of permissions for each role. The Module also enables accounts to be created for Participants.
- other Modules introduced by the Service Provider.

4. **Basic Mode is not an electronic class register.** Outside Compliance PL Mode, the Platform is a tool supporting the organisation of the Institution's work and is not intended for keeping documentation of the course of teaching required by the education law of any country. An Institution on which the regulations impose an obligation to keep such documentation keeps it on its own or concludes an Individual Agreement covering the Compliance PL Module.

5. The Service is offered in the following Packages. The English names of the Packages are used in the payment system and on invoices and are equivalent to the Polish names:

Name in the payment system and on the invoice	Polish name	Scope	Method of purchase
MonteFlow Core	Core Package	functionalities specified in sec. 1	Self-Service Purchase or Individual Agreement
MonteFlow Core+Office	Core Package with the Office Module	Core Package + Office Module	Self-Service Purchase or Individual Agreement
MonteFlow MAX	MAX Package	Core Package + Office Module + SEN Module + Roles and Permissions Module	Self-Service Purchase or Individual Agreement
MonteFlow MAX-PL	MAX-PL Package	MAX Package + Compliance PL Module	Individual Agreement only

6. The Compliance PL Module, the MAX-PL Package, Modules ordered separately (outside the Packages indicated in sec. 5), billing periods other than monthly and payment by bank transfer on the basis of an invoice are available only under an Individual Agreement. An Institution

interested in an Individual Agreement contacts the Service Provider at support@monteflow.cloud.

7. **The MAX Package in agreements concluded before the effective date of this version of the Terms of Service.** Whenever an Individual Agreement concluded before 01.11.2026 refers to the "MAX Package" covering the Compliance PL Module, this shall be understood as the MAX-PL Package. The change of name does not change the scope of the Service or the rates specified in such agreement.
 8. Under an Individual Agreement, the Service Provider may make additional services available, in particular a test environment with demonstration data and a channel of communication with the Service Provider. Under a Self-Service Purchase, the demo version serves for becoming acquainted with the Platform (§ 4(7)).
 9. The Service Provider may develop and change the Platform's functionalities, provided that a change may not restrict material functionalities of the Package purchased by the Institution without following the procedure set out in § 17. The Service Provider gives notice of material changes in functionality at least 14 days in advance (§ 10(1) item 4).
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§ 4. Conclusion of the agreement

Self-Service Purchase

1. In order to conclude the agreement via the website, the Institution selects a Package and a Licence Limit on the website <https://monteflow.cloud/pricing/> and then makes payment via the Payment Operator's form, providing in particular: the e-mail address, the name of the Institution, the country and address of its registered office and — if it has one — its tax identification number (NIP or EU VAT number).
2. Before making payment, the Institution accepts these Terms of Service and reads the Privacy Policy. **By accepting the Terms of Service, the person making the purchase represents that:**
 - they act on behalf of an Institution meeting the conditions set out in § 2 item 1 and are authorised to conclude the agreement on its behalf,
 - the Institution concludes the agreement for a purpose directly related to its business or statutory activity, and not as a consumer,
 - the data provided, including the tax identification number, are true,
 - neither the Institution nor the persons managing it are subject to international sanctions applied by the European Union or the Republic of Poland.
3. The agreement is concluded at the moment the Payment Operator confirms successful payment for the first Billing Period. At that moment, the Institution also concludes the DPA on the terms set out in § 11(2).
4. After the agreement is concluded, the Service Provider promptly, in an automated manner, sets up the Institution's account. The e-mail address provided at the time of payment becomes the

address of the Owner Account: an activation code is sent to that address, and after entering it and setting a password, that person obtains the rights of the Institution Administrator. **The Owner Account may be transferred to another person only by the Service Provider**, at the request of the Institution sent to support@monteflow.cloud by a person authorised to represent it. A person making the purchase who is not to be the Institution Administrator should contact the Service Provider instead of making a Self-Service Purchase.

5. Promptly after the agreement is concluded, the Service Provider sends to the e-mail address provided at the time of payment a confirmation of the conclusion of the agreement, indicating the Package, the Licence Limit, the price and the versions of the documents referred to in § 19 accepted at the time of purchase, together with links to their immutable versions.
6. If the Service Provider finds that the purchase concerns an Institution that already has an account on the Platform (in particular the same tax identification number or the same e-mail address), the account is not set up automatically. The Service Provider contacts the Institution and — at its choice — refunds the payment or sets up an additional account (e.g. for a separate location). Several Institutions using the same tax identification number conclude an Individual Agreement.

Demo version

7. Before concluding the agreement, the Institution may become acquainted with the Platform free of charge in the demo version available at <https://demo.monteflow.cloud/>. The data in the demo version are fictitious; real personal data must not be entered into it. The Service Provider does not offer a free trial period of the Service.

Individual Agreement

8. The Individual Agreement is concluded in the form and at the moment specified therein. The scope of the Service, the Licence Limit, the rates, the Billing Period, the payment terms and the term of the agreement are specified in the Individual Agreement. To the extent not regulated therein, these Terms of Service apply.

§ 5. Prices, payments and invoices (Self-Service Purchase)

1. The price of the Service is the product of the Licence Limit and the rate per Licence Seat for the selected Package, according to the price list published at <https://monteflow.cloud/pricing/>. **The price indicated in the payment form at the time of purchase is binding.** The fee is charged for the full Licence Limit, regardless of the actual number of Active Participants.
2. Prices are given as net amounts, in Polish zloty (PLN) for Institutions with their registered office in Poland and in euro (EUR) for other Institutions. Value added tax, if due, is added to the price in the amount resulting from the regulations:
 - Institution with its registered office in Poland — at the rate applicable in Poland,
 - Institution with its registered office in another EU Member State that has provided an EU VAT number positively verified in the VIES system — without tax, applying the reverse

charge mechanism,

- Institution with its registered office in another EU Member State that has not provided an EU VAT number or whose number has not been positively verified — at the rate applicable in Poland or in the Institution's country, in accordance with the provisions on the place of supply of services,
- Institution with its registered office outside the EU — without Polish tax; the Institution accounts for the tax due in its own country.

The amount of tax is calculated in the payment form before payment is made.

3. The Institution is responsible for the correctness of the tax identification number provided. If the number proves to be incorrect or its verification in the VIES system ends with a negative result, the Service Provider issues an invoice with tax at the appropriate rate, and the Institution is obliged to pay the difference. An invoice issued to an Institution with its registered office in Poland contains the NIP only if it was provided at the time of purchase.
4. Payment for each Billing Period is made **in advance**, at the beginning of that period, using the payment method provided at the time of purchase or changed in the Customer Portal. The available payment methods are indicated in the Payment Operator's form. **The Institution authorises the Service Provider to charge that payment method with the amount due for each subsequent Billing Period**, until the Service is cancelled.
5. Payments are handled by the Payment Operator on the basis of its own terms. The Service Provider does not receive or store full payment card data.
6. The Service Provider issues an invoice after receiving payment, with a date of sale equal to the date of payment, in the National e-Invoicing System (KSeF), and sends it to the Institution in PDF format to the billing e-mail address. **The Institution accepts receiving invoices in electronic form**. The payment confirmation sent by the Payment Operator is not an invoice.
7. Fees for a commenced Billing Period are non-refundable, also in the event of cancellation of the Service or reduction of the Licence Limit during that period, subject to § 4(6) and cases in which a refund results from the law or from an error of the Service Provider.
8. **Price changes.** The Service Provider may change the prices of the Packages by notifying the Institution by e-mail at least **30 days** in advance. The new price applies from the first Billing Period beginning after that period has elapsed. An Institution that does not accept the new price may cancel the Service before it is applied (§ 7(1)); cancellation does not involve any costs.
9. In the case of an Individual Agreement, the prices, the method and dates of payment and the rules for changing prices are specified in the Individual Agreement.

§ 6. Change of the Licence Limit and the Package

1. Under a Self-Service Purchase, the Institution changes the Licence Limit on its own in the Customer Portal.

2. **Increase of the Licence Limit** — the increased Limit is made available promptly, and the higher fee is charged from the next Billing Period, without an additional charge for the current period. The Service Provider may limit the number of Licence Seats made available immediately to 10% of the paid Licence Limit (not less than 1 Seat), in which case the remaining part of the increase is made available at the beginning of the next Billing Period.
 3. **Reduction of the Licence Limit** — takes effect at the beginning of the next Billing Period, provided that the Limit may not be lower than the number of Licence Seats used on the day on which the reduction takes effect.
 4. The Platform does not allow an Active Participant to be added above the Licence Limit. In such a case, the Institution increases the Limit in accordance with sec. 2.
 5. **A change of Package** under a Self-Service Purchase takes place at the request of the Institution sent to support@monteflow.cloud. The Service Provider makes the change without undue delay; the new price applies from the next Billing Period, unless the Parties agree otherwise. Cancelling a Package that includes the Roles and Permissions Module results in the blocking of Participants' accounts and a return to the predefined roles; cancelling a Package that includes the SEN Module results in the loss of access to the data entered in that Module. The Service Provider informs of these consequences before making the change.
 6. In the case of an Individual Agreement, changes to the Licence Limit and the scope of the Service take place on the terms set out in the Individual Agreement.
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§ 7. Term and termination of the agreement

1. An agreement concluded under a Self-Service Purchase is concluded for an indefinite period and renews automatically for successive Billing Periods. **The Institution may cancel the Service at any time in the Customer Portal**; cancellation takes effect at the end of the paid Billing Period and constitutes notice of termination of the agreement. Until then, the Institution retains full access to the Platform and may withdraw the cancellation in the Customer Portal.
2. **Non-payment.** If the charge to the payment method for the next Billing Period fails, the Payment Operator retries the charge, and the Service Provider informs the Institution thereof by e-mail. Until **14 days** have elapsed from the end of the last paid Billing Period, the Institution retains full access to the Platform; after that period, access is restricted to read-only mode (with the possibility of exporting data). If none of the retries succeeds, the agreement terminates at the moment the Payment Operator cancels the subscription, of which the Service Provider informs the Institution.
3. The Service Provider may terminate an agreement concluded under a Self-Service Purchase with a 30-day notice period, effective at the end of a Billing Period, in the event of:
 - the Service Provider ceasing to provide the Service or to conduct business,
 - a material change in the law preventing or materially impeding the provision of the Service,
 - other important reasons, indicated in the notice of termination.

In such a case, the Service Provider refunds the part of the fee attributable to the period after the date of termination of the agreement.

4. Termination with immediate effect. Either Party may terminate the agreement with immediate effect in the event of a material breach of the agreement by the other Party, after first calling on it to remedy the breach and the ineffective lapse of the time limit set, which may not be shorter than 14 days. In addition:

1. The Service Provider may terminate the agreement with immediate effect, without setting a time limit, in the event of:
 - use of the Platform contrary to the law, including the provision of unlawful content, or in a manner threatening the security of the Platform or the data of other Institutions,
 - a finding that the Institution does not meet the conditions set out in § 2 item 1 or that the representations made at the time of purchase (§ 4(2)) are untrue, including that the Institution is subject to sanctions,
 - a payment being disputed with the card issuer or the payment method provider (chargeback) without justified cause; until the matter is clarified, the Service Provider may suspend access to the Platform.
2. The Institution may terminate the agreement with immediate effect in the event of:
 - a breach by the Service Provider of the obligations regarding the protection of personal data set out in the DPA, resulting in a breach of the protection of the Institution's data,
 - unavailability of the Platform lasting continuously for more than 7 days for reasons attributable to the Service Provider.

In the cases set out in item 2, the Service Provider refunds the part of the fee attributable to the period after the date of termination of the agreement.

5. Declarations of notice of termination or termination of the agreement are made in electronic form: by the Institution — in the Customer Portal or to support@monteflow.cloud, by the Service Provider — to the address of the Owner Account and the billing e-mail address.
6. In the case of an Individual Agreement, the term of the agreement, the notice periods and the consequences of late payment are specified in the Individual Agreement; sec. 4 applies unless the Individual Agreement provides otherwise.

§ 8. Platform modes of operation

Basic Mode

1. In Basic Mode, the Platform is a tool supporting the work of the Institution and is not an official electronic class register within the meaning of the provisions of education law (§ 3(4)).
2. Data processed in Basic Mode are subject to the provisions on the protection of personal data, in particular the GDPR.

3. Parents and legal guardians may at any time request the erasure or anonymisation of data concerning their children, and the Institution, as the controller, handles such a request in accordance with the regulations.

Compliance PL Mode

4. Compliance PL Mode is available only under an Individual Agreement covering the Compliance PL Module or the MAX-PL Package. In Compliance PL Mode, the Platform meets the requirements of the Regulation of the Polish Minister of National Education on the documentation of the course of teaching and may be used as an official electronic class register.
5. Data processed in Compliance PL Mode are subject to:
 - with respect to educational documentation — the provisions of education law specifying the retention periods for documentation,
 - otherwise — the provisions of the GDPR.
6. In Compliance PL Mode, some data cannot be erased at a parent's request before the statutory retention period has elapsed.
7. In Compliance PL Mode, data may be exported in a format compliant with the requirements of education law.

Change of mode

8. Adding the Compliance PL Module requires the conclusion of an Individual Agreement. An Institution using a Self-Service Purchase retains its account and data; the Parties agree on the termination of the self-service subscription in such a way that no periods are billed twice.
9. Adding the Compliance PL Module does not require data migration — the new functionalities become available immediately.
10. Cancellation of the Compliance PL Module:
 - the Institution has 30 days to export the educational documentation data,
 - after 30 days, the Service Provider provides the Institution with the data required by the provisions of education law in electronic form,
 - those data are then erased from the Service Provider's servers.

§ 9. Obligations of the Institution

1. The Institution undertakes to:
 1. use the Platform in accordance with its intended purpose, these Terms of Service and the law,
 2. not provide unlawful content to the Platform,

3. ensure that all persons using the Platform on behalf of the Institution have accepted the Terms of Use for Users and have been familiarised with the rules for using the Platform,
 4. not disclose access credentials to unauthorised persons and promptly inform the Service Provider of any suspected breach of account security,
 5. have appropriate legal bases for processing the data of Participants, their parents and guardians and staff on the Platform,
 6. when using the SEN Module or entering data concerning a child's health — obtain the explicit consent of a parent or legal guardian before entering such data and record the fact of consent on the Platform using the built-in Health Consent function,
 7. pay fees on time,
 8. update contact and billing details (under a Self-Service Purchase — in the Customer Portal and on the Platform) within 14 days of their change,
 9. ensure that the Owner Account remains at the disposal of a person authorised by the Institution,
 10. not enter real personal data into the demo version or the test environment.
2. The Institution bears sole responsibility for the content and data entered into the Platform by itself and its Users, including for their correctness and currency, and for the acts and omissions of persons using the Platform with the Institution's accounts.
 3. **Technical requirements.** To use the Platform, the following are necessary: a device with internet access, a current version of the Google Chrome, Mozilla Firefox, Apple Safari or Microsoft Edge web browser with JavaScript enabled and the cookies necessary to maintain the session, and an active e-mail address. Mobile applications, if made available, require a current version of iOS or Android as indicated in the app store.
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§ 10. Obligations of the Service Provider and availability

1. The Service Provider undertakes to:
 1. make the Platform available on a continuous basis, subject to technical breaks,
 2. store data exclusively on servers located in the European Union (AWS infrastructure) and make daily backups in a geo-redundant location,
 3. notify the Institution of planned technical breaks at least **48 hours** in advance; technical breaks are planned between 22:00 and 6:00 Polish time,
 4. inform the Institution of material changes in the Platform's functionalities at least **14 days** in advance,
 5. provide technical support by e-mail (support@monteflow.cloud) on working days between 9:00 and 17:00 Polish time and respond to reports without undue delay,
 6. apply appropriate technical and organisational measures to protect the data processed on the Platform, in accordance with the DPA.

2. The Service Provider makes economically reasonable efforts to ensure the highest possible availability of the Platform (the "best effort" principle), provided that, on a calendar-month basis, the availability of the Platform will not be lower than **95%**. Planned technical breaks announced in accordance with sec. 1 item 3 are not counted towards unavailability time.
 3. The Service Provider does not use the data processed on the Platform for its own purposes, profiling or analyses using artificial intelligence.
 4. Subject to the liability for the Compliance PL Module set out in the Individual Agreement, the Service Provider does not guarantee that the Platform meets the requirements of education law or other sector-specific regulations applicable to the Institution in its country. The Institution is responsible for verifying whether the manner in which it uses the Platform complies with the regulations that apply to it.
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§ 11. Protection of personal data

1. With respect to personal data entered into the Platform by the Institution and its Users (in particular data of Participants, parents and guardians and staff), the Institution is the controller, and the Service Provider is the processor within the meaning of Art. 28 GDPR.
2. The terms of entrusting the processing of personal data are set out in the **Data Processing Agreement (DPA)**, published at the address indicated in § 19. **The conclusion of the agreement for the provision of the Service is equivalent to the conclusion of the DPA** and does not require a separate signature (Art. 28(9) GDPR):
 - in the case of a Self-Service Purchase — in the version of the DPA published as the current version at the time the Terms of Service are accepted (§ 17(5) applies accordingly),
 - in the case of an Individual Agreement — in the version indicated in that agreement.

The Service Provider records the date of acceptance and the versions of the accepted documents.

3. With respect to the personal data of persons representing the Institution, persons making the purchase and billing data, the Service Provider is the controller and processes them in accordance with the Privacy Policy.
 4. Data on the Platform are stored exclusively on AWS servers in the European Union; details, including the list of sub-processors, are set out in the DPA.
 5. Contact on matters relating to the protection of personal data: privacy@monteflow.cloud.
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§ 12. Data after termination of the agreement

1. After the agreement ends (regardless of the reason), the Institution retains access to the Platform until the licence expires, and then the Institution's account switches to read-only mode

for a period of **30 days**. In the case of a Self-Service Purchase, the licence expires 14 days after the end of the last paid Billing Period.

2. During the read-only period, the Institution may:

- download its data (export),
- in the case of Compliance PL Mode — export the documentation in accordance with the requirements of the regulations.

3. After the read-only period has elapsed, the Service Provider handles the data in accordance with § 9 of the DPA: it returns or erases the data on the instruction of the Institution, and in the absence of an instruction within 30 days — erases them. On the Institution's written instruction, erasure may take place earlier.

4. After the data are erased, the Service Provider retains only the data indicated in § 9 of the DPA, in particular:

- for Institutions using Compliance PL Mode — an archive of the full data export for **90 days** from erasure, solely for the purpose of returning it to the Institution at its request, after which the archive is automatically deleted,
- billing data (licences, invoices and corrective invoices, payment events, VAT verifications, the Institution's identification data for billing purposes),
- the system event log (audit) — until its retention period expires,
- backups — until they expire in accordance with the rotation cycle.

5. Accounts of Users belonging exclusively to the Institution whose data are being erased are deleted. Users who also belong to another Institution using the Platform retain their account and lose access to the data of the Institution whose agreement has ended.

6. The Service Provider is not liable for the loss of data that the Institution did not download during the read-only period.

§ 13. Liability

1. The Service Provider is liable for non-performance or improper performance of the agreement on the general terms of the Polish Civil Code (Kodeks cywilny), subject to the limitations set out in this paragraph.

2. The Service Provider is not liable for:

1. damage resulting from use of the Platform contrary to the agreement, these Terms of Service or the law,
2. the consequences of disclosure of access credentials by the Institution or its Users to third parties,
3. the content of data entered into the Platform by the Institution and its Users,

4. non-compliance of documentation kept by the Institution with the provisions of education law or other regulations, in particular when the Platform is used outside Compliance PL Mode,
 5. interruptions in access to the Service caused by force majeure, failures of the infrastructure of cloud service providers or planned technical breaks,
 6. loss of data that the Institution could have exported during the read-only period but did not,
 7. the operation of the Payment Operator's services, without prejudice to the Service Provider's obligations towards the Institution.
3. **The Service Provider's total liability for damages** towards the Institution under the agreement is limited to an amount equal to the sum of the net fees paid by the Institution in the **12 months** preceding the event giving rise to the claim.
4. The Service Provider is not liable for lost profits.
5. The limitations set out in sec. 2–4 do not apply to damage caused intentionally and do not infringe mandatory provisions of law.
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§ 14. Force majeure

1. Neither Party is liable for non-performance or improper performance of its obligations if this is caused by force majeure.
 2. Force majeure means external, extraordinary events that cannot be prevented, in particular: natural disasters, acts of war, acts of terrorism, epidemics, general strikes, mass failures of telecommunications infrastructure and decisions of public authorities preventing performance of the agreement.
 3. A Party affected by force majeure promptly notifies the other Party of its occurrence and cessation.
 4. If force majeure continues uninterrupted for more than **60 days**, either Party may terminate the agreement with immediate effect, without liability for damages.
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§ 15. Confidentiality and intellectual property

1. The Parties keep confidential the information of the other Party obtained in connection with the conclusion and performance of the agreement that is not publicly available, in particular commercial, technical and organisational information. This obligation does not apply to information that is publicly available without breach of the agreement, known to the Party beforehand, obtained from a third party without breach of a duty of confidentiality, or subject to disclosure under the law or a court judgment. The confidentiality obligation continues for the term of the agreement and for **3 years** after its termination; obligations concerning personal data are set out in the DPA.

2. The MonteFlow.cloud Platform, its source code, interface, graphic design, logo and documentation constitute the intellectual property of the Service Provider or its licensors.
 3. The Service Provider grants the Institution a non-exclusive, non-transferable licence to use the Platform to the extent necessary to use the Service, for the term of the agreement. The Institution may not copy, modify, decompile, distribute or make available the Platform or any part of it to third parties, other than Users acting on its behalf.
 4. Data entered into the Platform by the Institution and its Users remain the property of the Institution. The Service Provider does not acquire any rights to them other than the right to process them for the purpose of providing the Service.
 5. Suggestions and ideas concerning the development of the Platform submitted by the Institution may be freely used by the Service Provider, without remuneration and without any obligation to implement them.
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§ 16. Complaints

1. The Institution may submit a complaint concerning the Service, including billing, to support@monteflow.cloud.
 2. A complaint should contain the name of the Institution, the e-mail address of the Owner Account or of the Institution Administrator, a description of the problem and — where possible — the date on which it occurred and the expected manner of resolution.
 3. The Service Provider considers the complaint within **14 days** of its receipt and sends a reply to the e-mail address from which the complaint was sent. If the complaint needs to be supplemented, the time limit runs from the date on which it is supplemented.
 4. The Service Provider may forward complaints concerning the processing of payments as such to the Payment Operator, informing the Institution thereof.
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§ 17. Amendments to the Terms of Service

1. The Service Provider may amend these Terms of Service for important reasons, in particular in the event of:
 - a change in the law or in judgments and decisions of authorities affecting the content of these Terms of Service,
 - a change in the Platform's functionalities or the offer of Packages,
 - a change in the technical conditions for providing the Service, including a change of the Payment Operator,
 - the need to remove ambiguities or editorial errors.

2. Each version of these Terms of Service is published at a separate, permanent address; published versions are not subject to change, and earlier versions remain available.
 3. The Service Provider informs the Institution of an amendment to these Terms of Service at least **14 days** in advance, by sending information to the e-mail address of the Owner Account or of the Institution Administrator.
 4. If the Institution does not accept the amendments, it may terminate the agreement before the amendments take effect — under a Self-Service Purchase with effect on the day preceding the entry into force of the amendments, with a proportional refund of the fee for the remaining part of the Billing Period. Continued use of the Service after the amendments take effect constitutes their acceptance.
 5. An agreement concluded under a Self-Service Purchase after the date of publication of a new version of these Terms of Service is governed by the wording accepted at the time of purchase.
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§ 18. Final provisions

1. The agreement is governed by Polish law, in particular the Civil Code and the GDPR.
 2. The Parties will seek to resolve disputes amicably. If no agreement is reached within 30 days of the dispute being notified, disputes shall be resolved by the common court having jurisdiction over the Service Provider's registered office.
 3. The Institution may not transfer the rights and obligations arising from the agreement to a third party without the prior consent of the Service Provider expressed in electronic form.
 4. If any provision of the agreement or of these Terms of Service is found to be invalid or ineffective, the remaining provisions remain in force, and the Parties shall replace it with a provision closest to its economic purpose.
 5. **Language.** These Terms of Service and the documents referred to in § 19 have been drawn up in Polish. The Service Provider may make translations of them into other languages available, including machine translations, for information purposes only. **In the event of any discrepancy, the Polish version is binding.**
 6. The obligations concerning confidentiality, protection of personal data, intellectual property and payment of fees due also apply after the agreement ends.
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§ 19. Hierarchy and related documents

1. The agreement for the provision of the Service consists of the following documents, published by the Service Provider at permanent addresses, each in the version indicated in accordance with § 11(2) or § 17(5):

Document	Current version address
Data Processing Agreement (DPA)	monteflow.cloud/dpa/
Terms of Service for Institutions (this document)	monteflow.cloud/tos/customer/
Terms of Use for Users	monteflow.cloud/tos/user/
Privacy Policy	monteflow.cloud/privacy/

The current version address points to the version in force; each version is available at an address containing the version number (e.g. monteflow.cloud/tos/customer/1.4/), also in PDF format.

2. In the event of any discrepancy between the documents, the following order of precedence applies:
 1. the Individual Agreement (if concluded),
 2. the DPA,
 3. the Terms of Service for Institutions,
 4. the Terms of Use for Users,
 5. the Privacy Policy.
3. The price list published at <https://monteflow.cloud/pricing/> sets out the current prices of the Packages offered under a Self-Service Purchase. For Institutions that have concluded an Individual Agreement, it is for information only, and the rates specified in that agreement are binding.

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