

Terms of Use of the MonteFlow.cloud Platform for Users

Version: 1.3

Effective date: 01.11.2026

Supersedes: version 1.2 of 21.07.2026

Binding Polish original: <https://monteflow.cloud/tos/user/1.3/>

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. What is this document about?

1. These Terms of Use explain the rules for using the **MonteFlow.cloud** platform — a tool that helps schools, kindergartens and other educational institutions (in particular those working with the Montessori method) document the progress of participants in their activities and communicate with parents.
 2. If you are a **parent** or **legal guardian** — the platform lets you follow your child's progress, view teachers' observations and excuse absences.
 3. If you are a **teacher** — you use the platform as part of your work at an educational institution.
 4. The platform is owned by **ZUBEL.PRO Krystian Zubel**, with its registered office at ul. Orzechowa 5, 55-040 Dobkowice, NIP (Polish tax identification number): 913-153-70-18.
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§ 2. Who is who?

A few terms worth knowing:

- **Platform / MonteFlow.cloud** — the web application available at <https://app.monteflow.cloud/>
 - **Service Provider / we** — ZUBEL.PRO Krystian Zubel, i.e. the company that created and maintains the platform.
 - **Institution** — a school, kindergarten or other educational, care or training institution that uses MonteFlow.cloud and has given you access.
 - **User / you** — a parent, legal guardian or teacher using the platform.
 - **Child** — a student or pupil of the Institution whose progress is documented in the platform. The provisions concerning teachers apply accordingly to other persons conducting activities at the Institution.
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§ 3. How do you get access?

1. Access to the platform is provided to you by your Institution (school or kindergarten).
 2. The Institution creates your account and gives you your login details, or invites you by e-mail to register. If you are the one who purchased MonteFlow.cloud for the Institution through the website, your account is created automatically as the Institution's owner account — in that respect you are also bound by the Terms of Service for Institutions.
 3. By logging in for the first time, you accept these Terms of Use. If you do not agree with them, you should not use the platform — if in doubt, contact your Institution.
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§ 4. What can you do in the platform?

If you are a parent or legal guardian:

- view information about your child: observations, progress, attendance,
- view photos and materials shared by teachers,
- excuse your child's absences,
- contact teachers about your child,
- keep track of the status of your payments for your child and of the charges made by the Institution (if the Institution has purchased the Office Module (Moduł Biuro)),
- follow the development of your child's skills in line with the Montessori method.

If you are a teacher:

- document pedagogical observations,
- record attendance,
- enter information about children's progress,
- contact children's parents,
- use other features made available by the Institution.

The exact range of features may vary depending on which modules your Institution has purchased.

§ 5. Your obligations

When using the platform, you undertake to:

1. **Protect your login details** — do not share your password with anyone. If you suspect that an unauthorised person has gained access to your account, change your password immediately and inform the Institution.

2. **Use the platform for its intended purpose** — the platform is used to document and follow educational progress, and not for other purposes.
 3. **Not misuse the platform** — do not try to access the data of other children or users, do not try to circumvent security measures, do not introduce malicious software.
 4. **Respect the privacy of others** — if you see photos of or information about other children in the platform (e.g. in group photos), do not share them publicly without their parents' consent.
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§ 6. Your personal data

1. Who is the controller of your data?

The controller of the personal data (yours and your child's) is your **Institution** (school or kindergarten), not us. It is the Institution that decides what data are collected and for what purpose.

2. What is our role?

We (ZUBEL.PRO) process the data on behalf of the Institution as a so-called "processor". This means that we provide the technical tool, but it is the Institution that is responsible for your data.

3. Where are the data stored?

We store all data on servers in the European Union (we use Amazon Web Services infrastructure). We make daily backups.

4. Your rights

You have the right to access your data, to have them corrected, to have them erased (subject to item 5 below) and other rights under the GDPR. For these matters, contact the Institution.

5. Important: the platform's two operating modes

- If the Institution uses the **Basic Mode** — you can ask the Institution at any time to erase your child's data.
- If the Institution uses the **Compliance PL Mode** (official electronic class register) — some of the data are subject to education law, which sets mandatory retention periods. In this case, certain data cannot be erased before the statutory period has expired.

If you do not know which mode your Institution operates in — ask it.

6. Privacy contact

You can send questions about data protection to:

- your Institution (as the controller), or
 - us: privacy@monteflow.cloud (we will answer or redirect you to the Institution).
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§ 7. What we do not do with your data

For the avoidance of doubt — we do **not** use the data in the platform for:

- advertising or marketing,
 - profiling,
 - analyses using artificial intelligence,
 - selling data to third parties,
 - any purposes other than providing the service to the Institution.
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§ 8. Availability of the platform

1. We make every effort to keep the platform running smoothly and available 24/7, but we do not guarantee 100% availability.
 2. From time to time there may be:
 - planned technical breaks (we try to announce them in advance),
 - unplanned outages (we do everything in our power to fix them quickly).
 3. The platform is a supporting tool, not the only source of information about your child. In urgent matters, always contact the Institution directly.
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§ 9. What if you stop using the platform?

1. **End of your relationship with the Institution** — if your child stops attending the Institution, the Institution will deactivate your account. What happens to the data next depends on the Institution's policy and the mode in which it operates.
 2. **End of the agreement between the Institution and us** — if the Institution stops using MonteFlow.cloud, its data remain available for a further read-only period (30 days) and are then deleted on the terms described in the data processing agreement (DPA) and in the Privacy Policy. If you belong only to that Institution, your account will also be deleted; if you also belong to another Institution, you will keep your account and lose access only to the data of the Institution that ended its cooperation. Backups expire after 90 days at the latest, and certain event log entries (e.g. about the deletion of data) are kept longer as evidence of accountability.
 3. **Your decision** — if you do not want to use the platform, let the Institution know. Bear in mind, however, that in some Institutions the platform may be the main tool for communicating with parents.
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§ 10. Liability

1. We are not liable for:
 - content entered into the platform by the Institution and teachers,
 - pedagogical decisions made by the Institution,
 - short interruptions in access to the platform,
 - the consequences of disclosing your login details to third parties.
 2. To the extent permitted by law, our liability towards you is limited to situations in which we have caused you damage through wilful misconduct or gross negligence.
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§ 11. Changes to the Terms of Use

1. We may change these Terms of Use if the need arises (e.g. the law changes or we add new features).
 2. We will inform you of changes at least 14 days in advance — you will see a message when you log in.
 3. If you do not agree with the changes, you can stop using the platform and inform the Institution accordingly.
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§ 12. Contact

If you have questions, technical problems or comments:

- **General and technical matters:** support@monteflow.cloud
 - **Privacy matters:** privacy@monteflow.cloud
 - **Matters concerning your child:** contact the Institution your child attends
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§ 13. Final provisions

1. These Terms of Use are governed by Polish law.
2. Any disputes will be settled by the court having jurisdiction over the Service Provider's registered office, unless the law gives you the right to choose a different court (e.g. as a consumer).
3. If any provision of these Terms of Use proves to be invalid, the remaining provisions continue to apply.

4. These Terms of Use have been drawn up in Polish. Translations into other languages, including machine translations, are for information purposes only; in the event of any discrepancy, the Polish version is binding.
5. These Terms of Use enter into force on 01.11.2026 and supersede version 1.2 of 21.07.2026.

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