

Google Workspace Services from FlowUp

Terms of Service

I. Introductory Provisions

These Special Contract Terms of FlowUp, s.r.o for Google Workspace Services (hereinafter "**Google Workspace FToS**") only apply to using Google Workspace Services, next to the General Contract Terms and Conditions of FlowUp, s.r.o. (hereinafter "**the T&C**"). If there is any contradiction between Google Workspace FToS and the T&C, Google Workspace FToS shall prevail.

Based on the contract entered into by and between FlowUp, s.r.o. and Google Ireland Limited, registered office at Gordon House, Barrow Street, Dublin 4, Ireland (hereinafter „**Google Ireland**“) the Provider is an authorized reseller of Google Company (hereinafter "**Google Company**") for Google Workspace services.

Google Workspace Services are meant to be a packet of applications designed to be applied in the Customer's own Internet domain and marked as Google Workspace core services and Google Workspace non-core services. A detailed description of individual Google Workspace Services is given mainly in the agreement between Google Company and the Customer, which can be found at: https://workspace.google.com/terms/premier_terms.html.

The Google Workspace Services will be provided in accordance with this Agreement and the SLA available at http://www.google.com/apps/intl/en/terms/reseller_sla.html. The

provider will provide Customer with an Admin Account to use for administering the End User Accounts and other features of the Services. Customer shall: (a) administer End User Accounts using the Admin Console and Admin Tools, and (b) determine the Services to be provided to End Users.

II. Invoicing and Payment for Using Google

Workspace Services

Price of Google Workspace Services. Any and all fees for using Google Workspace Services are fixed in the Contract or Binding Order. For the purpose of Google Workspace FToS, the Contract is based on **Binding Order to Provide and Arrange Services** (as defined in Terms, and hereinafter referred to as the Contract). In the event that fees are not presented in the Contract or Binding Order, all Google Workspace Services will be paid for according to the prices quoted on the website flowup.cz, which are currently in force.

Invoicing. When entering into a Contract, the Customer must select either the Flexible Plan or Annual Plans when it orders the Services, unless otherwise stated in the Contract.

a) Flexible plan. If Customer selects Flexible Plan Provider will provide Customer with the monthly rate per End User Account for the Services when Customer orders the Services (“Monthly Rate”). Customer may alter the number of End User Accounts by communicating the appropriate number of accounts to Provider via the Admin Console. The provider will use the Monthly Rate to calculate, on a pro-rated basis, the total Fees payable by Customer per day based on the number of End User Accounts Customer holds on that day. Any partial day of Services or End User Account validity will be rounded up to a full day for the purposes of calculating Fees.

The provider will bill Customer the Fees for the Services monthly in arrears where Customer is on the Flexible Plan.

b) *Annual plan (monthly payments). *****If Customer selects Annual Plan with monthly payments Provider will provide the Customer with the annual rate for the Services when Customer orders the Services based on the number of End User Accounts specified by Customer. The Fees for the Annual Plan shall be payable in monthly instalment (which shall be pro-rated for partial months). Customer may alter the number of End User Accounts by communicating the appropriate number of accounts to Google via the Admin Console. Where Customer increases the number of End User Accounts this shall increase Customer's annual commitment under the Annual Plan and Provider shall increase the Fees payable by Customer under the Annual Plan based on the number of additional End User Accounts at the price per End User Account in the Annual Plan. Where Customer decreases the number of End User Accounts via the Admin Console, this will not reduce Customer's annual commitment under the Annual Plan and will not reduce the Fees payable under the Annual Plan.

c) Annual plan (annual payment). If Customer selects Annual Plan with annual payments Provider will provide the Customer with the annual rate for the Services when Customer orders the Services based on the number of End User Accounts specified by Customer. The Fees for the Annual Plan shall be payable in advance with annual payments. Customer may alter the number of End User Accounts by communicating the appropriate number of accounts to Google via the Admin Console. Where Customer increases the number of End User Accounts this shall increase Customer's annual commitment under the Annual Plan and Provider shall bill the Customer with prorated Fees for the rest of the annual period based on the number of additional End User Accounts at the price per End User Account in the Annual Plan. Where Customer decreases the number of End User Accounts via the Admin Console, this will not reduce Customer's annual commitment under the Annual Plan and will not reduce the Fees payable under the Annual Plan.

Payments. Payment methods are specified in the General Terms and Conditions article VII. Invoicing and payment, paragraph 2. Payment terms

Possibility of changing the chosen plan in the course of using Google Workspace Services.

a) If the Customer uses Google Workspace Services in the Flexible plan, it is entitled to ask the Provider in writing, at any time during such using, for changing the existing plan to annual plan. Such a change becomes effective on the day following the day the relevant request was delivered to Provider.

b) If the Customer uses Google Workspace Services in the annual plan regime, it is not entitled to change the existing plan in the course of the agreed period of time.

A written request for a change of the plan chosen in the Contract shall be sent by the Customer to the Provider to the following e-mail address: hello@flowup.cz.

Suspension of Google Workspace Services for Non-Payment. If the Customer is in delay, the Provider is entitled to suspend the Customer's access to Google Workspace Services under the following conditions:

a) Automatic suspension. Customer will have 30 (thirty) days to pay Provider overdue Fees. If Customer does not pay Provider overdue Fees within 30 (thirty) days from the overdue date, Provider will automatically suspend Customer's use of the Services. The duration of this suspension will be until Customer pays Provider all outstanding Fees.

b) During Suspension. If Customer is on the Flexible Plan Provider will stop charging Customer monthly Fees during Customer's suspension for non-payment. If Customer is on the Annual Plans, Provider will continue to charge Customer monthly Fees during Customer's

suspension for non-payment and Customer must pay all outstanding Fees in order to resume its use of the Services.

c) Termination after suspension. If any overdue Fees are not paid within 60 days of the overdue date, Provider may immediately terminate this Agreement on written notice to Customer (which may be by email).

d) Restoration of services after suspension. The Provider is obliged to ensure access to the Services no later than the first working day following the day all the amount due was credited to the Provider's account. The Provider shall inform the Customer about the restoration of access to the Services (which may be by email).

Renewal of Google Workspace Services Renewal under Annual Plan.

a) if Customer is on the Annual Plan, the Services and all End User Accounts previously purchased by Customer shall automatically be switched to the Flexible Plan at the end of the Services Term.

b) if Customer is on the Annual Plan and wants to renew the Services and all End User Accounts previously purchased by Customer and remain on the Annual Plan, the Customer must inform Provider to select the Annual Plan before the end of the current Services Term for the Annual Plan has ended and the Services and all previously purchased End User Accounts will renew under the Annual Plan for a Renewal Term.

c) Customer may alter the number of End User Accounts to be renewed by communicating the appropriate number of accounts to be renewed to Provider. Customer will continue to pay Provider the then-current Fees for each renewed End User Account unless Customer and Provider mutually agree otherwise. If Provider does not want the Services to renew under the Annual Plan, Provider will provide Customer written notice (which may be by email) at least 15 (fifteen) days prior to the end of the then-current Services Term. This notice of non-renewal will be effective upon the conclusion of the then-current Services Term and the Agreement shall automatically terminate.

III. Consent to the Terms

1) Consent to Google Workspace FToS. Before starting to use Google Workspace Services, the Customer is obliged to acquaint itself with these Google Workspace FToS, in addition to the Terms. Besides the conclusion of a contract, consent is also factually expressed by the fact that the Customer, possibly directly some of the Customer's users, starts using any of Google Workspace Services. If the Customer or some of the Customer's users dissents from these ToS, it is obliged to refrain from using Google Workspace Services.

2) Changes to and effectiveness of changes to the terms.

a) Changes to the terms. The Provider is entitled to make commercially reasonable changes to the contents of these Google Workspace FToS. A proposal for a change to Google Workspace FToS shall be communicated by the Provider to the Customer.

b) Effectiveness of changes to the terms. In relation to the Customer that entered into a Contract for a definite time, changes to Google Workspace FToS shall not become effective before the termination of the period for which the contract was entered into. In relation to the Customer that entered into a Contract for an indefinite time, changes to these Google Workspace FToS become effective no sooner than the beginning of a new settlement period. In the event that the effectiveness of a Contract is prolonged for a definite time, changes to Google Workspace FToS become effective on the day following the day the original effectiveness of the Contract should have expired. In relation to each Customer changes only become effective if the Customer grants its consent to such changes. As a display of consent on the part of the Customer is deemed either a click on the relevant button expressing consent to a change to Google Workspace FToS or continuing to use Google Workspace Services on the part of the Customer even after the date fixed by the Provider as date of effectiveness of a change to Google

Workspace FToS. If the Customer dissents from changes to Google Workspace FToS, it is obliged to refrain from using Google Workspace Services after a change to Google Workspace FToS becomes effective. Any changes to these Google Workspace FToS become effective on the day fixed by the Provider, however, no sooner than the 15th day after being published on the Provider's websites.

IV. Accounts of End Users

Change in the number of end-users. The Customer may change the number of accounts of end-users of Google Workspace Services by communicating their respective number to the Provider. In such a case, the Customer will continue to pay the Provider then-current fees for each renewed end-user account, unless the Contracting Parties agree otherwise or unless otherwise provided in the Contract.

Requesting accounts of end-users. The Customer may request the accounts of end-users: (i) by sending a notice to its assigned account administrator providing/operating Google Workspace Services or (ii) by ordering the accounts of end-users by means of an administrator's console.

V. Change to the parameters of Google

Workspace Services.

The Customer may request the accounts of end-users: (i) by sending a notice to its assigned account administrator providing/operating Google Workspace Services or (ii) by ordering the accounts of end-users by means of an administrator's console.

VI. Effectiveness.

This wording of Google Workspace FToS becomes effective on 1 June 2021.