

# SYSTEMS FLOW

## Terms of Service

Issue 1 • April 2026 • Intended users: Business customers (B2B)  
Governing law: Estonia • Venue: Courts of Tallinn  
[systems-flow.com](https://systems-flow.com)

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### Table of Contents

1. Acceptance of Terms
  2. Services
  3. AI Chat Assistant
  4. Client Responsibilities
  5. Fees and Payment
  6. Bookings and Discovery Calls
  7. Scope Changes
  8. Acceptable Use
  9. Third-Party Platforms
  10. Deliverables and Intellectual Property
  11. Confidentiality and Data Protection
  12. International Transfers and Sub-processors
  13. AI Tools and EU AI Act Compliance
  14. Warranties and Disclaimers
  15. Limitation of Liability
  16. Force Majeure
  17. Dispute Resolution
  18. Termination
  19. Changes to Terms
  20. General
  21. Contact
- 

### 1. Acceptance of Terms

These Terms of Service ("Terms") govern the provision of services by Systems Flow ("we", "us", "our"), a sole trader operating from Tallinn, Estonia, to business clients ("you", "the Client"). By signing a proposal, statement of work, or making a payment, or by otherwise instructing us to commence work, you confirm that you have read and agreed to these Terms and that you have authority to bind the business on whose behalf you are acting.

If you do not agree to these Terms, do not engage our services.

These Terms apply to all B2B engagements. They do not apply to consumers.

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### 2. Services

Systems Flow designs and implements operational systems and automation infrastructure for service businesses. Our services include, without limitation:

- Conversion websites with lead capture and booking flows
  - CRM pipelines and lead management infrastructure
  - Automated follow-up and outreach sequences
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- Appointment booking infrastructure
- Payment-connected client onboarding flows
- AI-powered chat widgets and assistants
- Operational dashboards and reporting tools
- Related implementation, configuration, and support services

The specific scope, deliverables, timelines, and fees for each engagement are set out in the proposal or statement of work ("SOW") agreed between the parties. Unless the SOW states otherwise, services are delivered on a one-off build basis.

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### 3. AI Chat Assistant

Where an AI-powered chat assistant is deployed on your website or ours, the following applies:

The AI assistant is provided for informational and assistive purposes only. It does not constitute professional, legal, financial, or technical advice. Systems Flow accepts no liability for any action taken or omitted in reliance on outputs generated by the assistant.

**EU AI Act transparency notice:** In accordance with Article 50 of EU Regulation 2024/1689 (EU AI Act), users interacting with any AI chat assistant we deploy are informed at the start of each conversation that they are interacting with an AI system, not a human.

Please do not submit sensitive personal data (including special categories of personal data under GDPR Article 9, or payment card numbers) through AI chat interfaces. Lead capture data collected via chat may be processed through automation tools and stored in our CRM as described in our Privacy Policy.

Users may request a human response at any time by stating this in the chat.

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### 4. Client Responsibilities

You agree to:

- Provide accurate, complete, and timely inputs, assets, content, and approvals as reasonably required to deliver the agreed services
  - Ensure we have access to any required third-party platforms, accounts, or credentials necessary to perform the work
  - Designate a named point of contact who is authorised to provide instructions and approvals
  - Review and approve deliverables promptly — delays in your approvals or inputs will extend project timelines, and Systems Flow accepts no liability for delays caused by late client inputs
  - Ensure that any data you provide to us for processing complies with applicable data protection laws, including that you have a valid lawful basis for processing
  - Comply with the terms of any third-party platforms used as part of the delivered solution
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### 5. Fees and Payment

#### Payment terms

Unless the SOW states otherwise:

- A deposit of 50% of the total project fee is required to reserve the build slot and commence work
  - The remaining 50% is due upon completion, before handover of files, credentials, or access to the production environment
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- The deposit becomes non-refundable once build work commences, as it covers planning, setup, and initial development
- No files, credentials, or production handover will occur until the final payment has cleared in full
- Any third-party subscription or usage fees are separate from our fees unless the SOW explicitly states otherwise

## Currency

Fees are denominated in EUR unless the SOW states otherwise. For clients outside the eurozone, fees may be invoiced in USD at the prevailing exchange rate at the time of invoice.

## Late payment

Invoices are due on the date specified in the invoice. Where no date is specified, invoices are due within 14 calendar days of issue.

Invoices unpaid after 14 calendar days may result in suspension of work without liability to Systems Flow. Invoices unpaid after 30 calendar days may result in termination of the engagement.

Systems Flow reserves the right to charge interest on overdue amounts at 8% per annum above the European Central Bank base rate, calculated from the invoice due date to the date of actual payment.

## Payment processing

Payments may be processed by third-party payment providers including Stripe Inc. and DoDo Payments. Their own terms and conditions apply to payment transactions. Systems Flow does not store payment card data.

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## 6. Bookings and Discovery Calls

### Discovery calls (free)

Discovery and consultation calls booked via our scheduling system are free of charge and do not create a contract or payment obligation. You may cancel or reschedule at any time via the link in your confirmation email. No fees apply to cancellations or no-shows, though repeated no-shows may lead us to decline future bookings.

### Project engagements

A paid engagement begins only when all of the following have occurred:

- You have accepted our written proposal or SOW
- We have confirmed acceptance in writing
- The initial 50% deposit invoice has been paid and cleared

Until all three conditions are met, no contract for paid work exists and nothing is billed.

### Our right to reschedule

We may reschedule delivery timelines for operational or technical reasons. We will notify you promptly and propose the earliest practicable alternative.

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## 7. Scope Changes

The agreed SOW defines the scope of work. Any changes, additions, or modifications to the agreed scope requested by you after work has commenced ("Change Requests") are subject to the following:

- All Change Requests must be submitted in writing
- We will assess the impact of the Change Request on timelines and fees and provide a written change order
- Work on any change will not commence until the change order has been agreed in writing by both parties
- Agreed change orders may affect project timelines and total fees
- We reserve the right to decline Change Requests that materially alter the agreed scope

Each engagement includes up to two (2) rounds of revisions within the agreed scope. Additional revision rounds beyond this allowance may be treated as Change Requests and subject to additional fees.

Minor clarifications and corrections to deliverables that fall within the original scope do not require a change order.

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## 8. Acceptable Use

You agree not to use any deliverables, automation systems, outreach sequences, or other outputs provided by Systems Flow for any purpose that is unlawful, abusive, or in violation of applicable law, including without limitation:

- Sending unsolicited bulk communications (spam) in violation of applicable anti-spam laws
- Scraping, harvesting, or processing personal data without a valid lawful basis under GDPR or applicable data protection law
- Harassment, fraud, phishing, or any other deceptive practice
- Violation of any third-party platform's terms of service

Systems Flow reserves the right to terminate an engagement immediately on written notice if this clause is breached. You agree to indemnify Systems Flow against any claims, losses, or regulatory penalties arising from your misuse of deliverables.

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## 9. Third-Party Platforms

Delivered solutions may rely on third-party platforms and services including, without limitation, automation tools, databases, hosting providers, scheduling systems, payment processors, and AI services. The current platforms used are described in our Privacy Policy and sub-processor register, which may be updated from time to time.

### A. One-off project

Following handover, you own and manage the relevant third-party accounts. You are responsible for maintaining subscriptions and complying with each platform's terms. Systems Flow is not liable for platform outages, price changes, feature changes, or vendor actions after handover.

### B. Support retainer

We assist with maintenance and updates as described in the SOW. Third-party subscriptions remain in your name unless the SOW expressly states otherwise.

### C. Fully managed plan

We administer the platform stack as described in the SOW. Subscription handling, ownership, and cost responsibilities are specified in the SOW.

## 10. Deliverables and Intellectual Property

### Your assets

You retain full ownership of all brand assets, content, data, and materials you provide to us.

### One-off project builds

Upon receipt of full and final payment, all rights in the custom deliverables created specifically for you under the SOW (including website files, automation workflows, and configurations) are assigned to you. This assignment expressly excludes any pre-existing tools, templates, frameworks, methodologies, or processes developed by Systems Flow independently of your engagement, which remain our property and are licensed to you under the Background IP clause below. Third-party components, libraries, and platforms remain subject to their own licences.

### Retainer and managed engagements

For retainer and managed engagements, deliverables created during the engagement are licensed to you on a non-exclusive, royalty-free basis for the duration of the engagement. Full assignment of rights requires separate written agreement.

### Background IP

Any tools, templates, frameworks, methodologies, or processes developed by Systems Flow prior to or independently of your engagement remain our property. We grant you a licence to use them only to the extent they are incorporated into your deliverables and only for the purposes for which the deliverables are intended.

### Portfolio

We may reference our work for you in our portfolio and marketing materials (e.g., case studies, screenshots of non-confidential work). We will not disclose confidential information or client data. You may object to specific portfolio use in writing at any time.

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## 11. Confidentiality and Data Protection

### Confidentiality

Each party will keep the other's non-public, commercially sensitive information confidential and use it only for the purposes of the engagement. This obligation survives termination of the agreement for a period of 3 years.

### Data protection

Where we process personal data on your behalf as part of delivering the services, our Data Processing Addendum (DPA) applies and is incorporated into these Terms by reference. The DPA governs the processing of personal data and takes precedence over these Terms in the event of any conflict relating to data protection.

You are the Data Controller of any personal data you provide to us. We act as Data Processor and will only process personal data in accordance with your documented instructions and applicable data protection law.

You warrant that you have a valid lawful basis under EU GDPR for any personal data you instruct us to process on your behalf, and that you have provided all required notices to data subjects.

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## 12. International Transfers and Sub-processors

We may use vetted sub-processors to deliver our services, including processors located outside the European Economic Area (EEA). International transfers of personal data are conducted using Standard Contractual Clauses (SCCs) adopted by the European Commission, or other lawful transfer mechanisms as documented in our Privacy Policy and sub-processor register.

A current list of sub-processors is available at [systems-flow.com/privacy](https://systems-flow.com/privacy). We will notify you of material changes to sub-processors in accordance with our DPA.

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### 13. AI Tools and EU AI Act Compliance

We may use AI-assisted tools in the course of delivering our services, including for content drafting, workflow configuration, and outreach personalisation.

All AI systems used in delivering our services are operated in compliance with EU Regulation 2024/1689 (EU AI Act). Where AI chat assistants are deployed as part of a delivered solution, users are informed that they are interacting with an AI system, as required by Article 50 of the EU AI Act.

We will disclose material AI use in deliverables upon request. You are responsible for final review, approval, and use of all deliverables, including those that incorporate AI-generated content or configurations.

We follow applicable EU AI Act obligations as they phase in and will update our practices accordingly.

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### 14. Warranties and Disclaimers

We warrant that we will perform the services with reasonable skill and care, in accordance with the agreed SOW.

We do not warrant that delivered solutions will be uninterrupted, error-free, or free from security vulnerabilities following handover. We do not warrant the uninterrupted or error-free operation of third-party platforms.

All other warranties, conditions, or representations not expressly stated in these Terms are excluded to the fullest extent permitted by applicable law.

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### 15. Limitation of Liability

Nothing in these Terms excludes or limits liability for fraud, death or personal injury caused by negligence, or any other liability that cannot be excluded by law.

Subject to the above, Systems Flow is not liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profit, loss of data, or loss of business opportunity, whether arising in contract, tort, or otherwise, even if advised of the possibility of such damages.

**Liability cap:** Our aggregate liability for any claim arising from or related to a specific engagement is capped at the greater of: (a) the total fees paid by you for that specific engagement in the 3 months preceding the event giving rise to the claim; or (b) the total fees paid for the specific engagement giving rise to the claim — up to a maximum of EUR 10,000. For ongoing retainer engagements, the cap is the total fees paid in the 3 months preceding the event.

Systems Flow is not liable for the acts or omissions of third-party platform providers, including outages, data loss, feature changes, price changes, or security incidents affecting third-party services.

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### 16. Force Majeure

Neither party is liable for any delay or failure to perform its obligations under these Terms where such delay or failure results from circumstances beyond that party's reasonable control, including without limitation: acts of God, natural disasters, pandemics or epidemics, acts of government or regulatory authority, civil unrest, war, strikes or labour disputes, failures or outages of third-party platforms, APIs, or cloud infrastructure, or Internet service provider failures.

The affected party must notify the other promptly of the force majeure event and its expected duration. If the force majeure event continues for more than 30 days, either party may terminate the affected engagement on written notice.

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## 17. Dispute Resolution

In the event of any dispute arising from or in connection with these Terms or any engagement, the parties agree to the following escalation process:

- Step 1. The party raising the dispute will give written notice to the other party describing the dispute in reasonable detail
- Step 2. Authorised representatives of both parties will attempt to resolve the dispute through good-faith negotiation within 30 calendar days of the written notice
- Step 3. If the dispute is not resolved within 30 days, either party may refer the matter to mediation or commence legal proceedings

These Terms are governed by the laws of Estonia. Any disputes not resolved through negotiation or mediation shall be subject to the exclusive jurisdiction of the Courts of Tallinn, Estonia.

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## 18. Termination

Either party may terminate an engagement by providing written notice to the other party. The notice period is as specified in the SOW, or where not specified, 14 calendar days.

Upon termination, you will pay for all work performed up to the date of termination, including any committed third-party costs. Where work is suspended mid-project, we will invoice for the proportion of work completed.

We may terminate an engagement immediately on written notice if you are in material breach of these Terms and, where the breach is capable of remedy, have failed to remedy it within 14 days of receiving written notice requiring you to do so.

The following sections survive termination: Section 10 (IP), Section 11 (Confidentiality and Data Protection), Section 15 (Limitation of Liability), Section 17 (Dispute Resolution and Governing Law), and any obligations relating to payment for work performed.

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## 19. Changes to Terms

We may update these Terms from time to time. The effective date will be revised and the issue number incremented. For active clients, material changes require your express written acceptance before taking effect for your engagement. Non-material updates will be notified by notice on our website at [systems-flow.com](https://systems-flow.com).

The current version of these Terms is always available at [systems-flow.com/legal](https://systems-flow.com/legal).

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## 20. General

**Entire agreement:** These Terms, together with any applicable SOW and DPA, constitute the entire agreement between the parties relating to the subject matter and supersede all prior agreements, representations, and understandings.

**Severability:** If any provision of these Terms is found to be unenforceable, the remaining provisions continue in full force and effect.

**Waiver:** Failure to enforce any provision of these Terms does not constitute a waiver of that provision.

**Assignment:** You may not assign your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations to a successor entity on reasonable written notice.

**Notices:** Notices under these Terms must be in writing and sent by email to the addresses set out in Section 21, or by post to the registered addresses of the parties. Email notices are effective on the date sent provided no delivery failure notification is received.

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## 21. Contact

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| <b>Legal entity</b>       | Systems Flow (sole trader)               |
| <b>Address</b>            | Õismäe tee 44-32, 13512 Tallinn, Estonia |
| <b>Website</b>            | systems-flow.com                         |
| <b>General contact</b>    | kirill@systems-flow.com                  |
| <b>Legal / DPA / DSAR</b> | legal@systems-flow.com                   |
| <b>Phone / WhatsApp</b>   | +372 5840 5646                           |
| <b>Governing law</b>      | Republic of Estonia                      |
| <b>Jurisdiction</b>       | Courts of Tallinn, Estonia               |

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*This document does not constitute legal advice. Review by a qualified legal professional is recommended before reliance.*