

TERMS OF SERVICE

Denev Operations LTD — SaaS Automation & Workflow Platform

Last Updated: 03/02/2026 (dd/mm/yyyy)

These Terms of Service (“Terms”) govern your access to and use of the automation and workflow platform, websites, APIs, and related services provided by **Denev Operations LTD** (“Company”, “we”, “us”, “our”). By creating an account, accessing, or using the Service, you (“Customer”, “User”, “you”) agree to be bound by these Terms.

If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind that entity.

1. Definitions

- **“Service”** means the cloud-based automation and workflow platform provided by the Company.
- **“Customer Data”** means all data submitted, uploaded, or created by Customer within the Service.
- **“Account”** means the Customer’s registered profile used to access the Service.
- **“Subscription”** means the paid plan granting access to the Service.
- **“Documentation”** means user guides, API docs, and technical materials.
- **“Authorized User”** means any individual permitted by Customer to use the Service.
- **“Third-Party Services”** means external services integrated with or used by the Service (e.g., Stripe, OVH, Wasabi).

2. Eligibility

You must be at least 18 years old and legally capable of entering into binding contracts. You may not use the Service if you are:

- Prohibited by law
- Located in a sanctioned country
- A competitor seeking to reverse engineer or benchmark the Service

3. Account Registration

To use the Service, you must create an Account and provide accurate, complete information. You are responsible for:

- Maintaining the confidentiality of login credentials
- Ensuring Authorized Users comply with these Terms
- All activities under your Account

We may suspend or terminate Accounts that violate these Terms.

4. License and Acceptable Use

4.1 License Grant

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service in accordance with these Terms.

4.2 Acceptable Use Restrictions

You agree not to:

- Use the Service for unlawful purposes
- Upload malicious code, malware, or harmful scripts
- Attempt to bypass security measures
- Reverse engineer, decompile, or copy the Service
- Interfere with or disrupt the Service
- Use the Service to process prohibited or sensitive data (unless explicitly permitted)
- Use the Service to build a competing product

We reserve the right to investigate violations and take appropriate action.

5. Customer Data

5.1 Ownership

Customer retains all rights, title, and interest in Customer Data. We do not claim ownership over Customer Data.

5.2 License to Process

Customer grants us a limited license to:

- Store, process, and transmit Customer Data
- Perform workflow execution
- Provide support and maintenance

- Improve the Service (in anonymized or aggregated form only)

5.3 Prohibited Data

Customer agrees not to upload:

- Special categories of data (GDPR Art. 9)
- PHI (unless a BAA is executed)
- Illegal content
- Data violating third-party rights

6. Data Security & Privacy

We implement industry-standard security measures as described in our **Security Whitepaper** and **Privacy Policy**.

6.1 Data Processing Agreement

Our **DPA** forms part of these Terms and governs our role as Processor.

6.2 Sub-Processors

We use trusted Sub-Processors such as:

- OVH (hosting)
- Wasabi (storage)
- Stripe (payments)

A full list is available in the DPA.

7. Third-Party Services

The Service may integrate with Third-Party Services. We are not responsible for:

- Their availability
- Their security practices
- Their terms or privacy policies

Your use of Third-Party Services is at your own risk.

8. Subscription, Billing & Payment

8.1 Fees

Fees are listed on our website or in your order form. All fees are:

- In the currency specified
- Exclusive of taxes
- Non-refundable unless required by law

8.2 Payment Processing

Payments are handled exclusively by **Stripe**. We do not store credit card numbers.

8.3 Automatic Renewal

Subscriptions renew automatically unless cancelled.

8.4 Late Payments

We may:

- Suspend access
- Charge interest
- Recover collection costs

9. Service Availability & SLA

We strive for high availability but do not guarantee uninterrupted service.

We may:

- Perform maintenance
- Update or modify the Service
- Suspend access for security reasons

If you want, I can generate a full **SLA document** separately.

10. Intellectual Property

10.1 Our IP

We retain all rights to:

- The Service
- Software
- Documentation
- Logos, trademarks, and branding

10.2 Feedback

Any feedback you provide may be used freely without obligation.

11. Confidentiality

Both parties agree to:

- Keep confidential information secret
- Use it only for the purpose of the Agreement
- Protect it with reasonable safeguards

Confidentiality obligations survive termination.

12. Term, Termination & Suspension

12.1 Term

These Terms remain in effect until terminated.

12.2 Termination by Customer

You may terminate by:

- Cancelling your subscription
- Closing your Account

12.3 Termination by Company

We may terminate or suspend access if:

- You violate these Terms
- Required by law
- Non-payment

12.4 Effect of Termination

Upon termination:

- Access to the Service ends
- Customer Data is deleted per the DPA
- Fees already paid are non-refundable

13. Warranties & Disclaimers

The Service is provided “AS IS” and “AS AVAILABLE”.

We disclaim all warranties, including:

- Fitness for a particular purpose
- Non-infringement
- Merchantability
- Error-free or uninterrupted operation

14. Limitation of Liability

To the maximum extent permitted by law:

- Our liability is limited to the amount paid in the last 12 months
- We are not liable for indirect, incidental, or consequential damages
- We are not liable for data loss, business interruption, or lost profits

Some jurisdictions do not allow certain limitations; in those cases, the minimum required protections apply.

15. Indemnification

You agree to indemnify and hold us harmless from claims arising out of:

- Your use of the Service
- Your violation of these Terms
- Your Customer Data
- Your breach of applicable laws

16. Governing Law & Dispute Resolution

These Terms are governed by the laws of:

Republic of Bulgaria

Disputes will be resolved through:

1. Good-faith negotiation
2. Binding arbitration (unless prohibited by law)

Class actions are waived to the extent permitted.

17. Changes to the Terms

We may update these Terms. Material changes will be communicated via email or in-app notification. Continued use of the Service constitutes acceptance.

18. Contact Information

Denev Operations LTD

Email: contact@vynflow.cloud

Address: Strandza 4 9704 - Shumen Bulgaria