LEGAL

Terms of Service

Terms and conditions for using FlowTrader AI

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Section 1: Scope and Provider

These Terms of Service apply to the use of the FlowTrader AI platform at flowtraderai.de and flowtraderai.com.

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76532 Baden-Baden, Deutschland
E-Mail: info@flowtraderai.de

Deviating terms of the customer are not recognized unless the provider expressly agrees to them in writing.

Section 2: Service Description

FlowTrader AI provides a platform for:

- Trading journal with AI-powered analysis
- AI-powered trading coaching
- Mindset training and hypnosis sessions
- Performance dashboard and Discipline System
- Coach portal for professional trading coaches (B2B plan, see Section 16)

FlowTrader AI does not provide trading signals, investment advice, or financial consulting. All trading decisions are solely the responsibility of the user.

Section 3: Contract Formation

Registration on the platform and confirmation by email only create the user account.

The paid subscription contract for the trader plan is concluded when the customer clicks the “Subscribe with obligation to pay” button in the ordering process, even if the customer starts with a free trial period under Section 4. The withdrawal period under Section 7 runs from that point.

The contract for the Lifetime licence is concluded when the customer clicks the “Order with obligation to pay” button in the ordering process.

The customer must be at least 18 years old and provide truthful information.

Ordering process

Orders are placed in the app in the following steps:

1. The customer selects a plan (monthly, annual or Lifetime).
2. On the order page, the customer enters their payment method and billing address.
3. The customer confirms with a checkbox that they accept these Terms of Service.

4. The customer confirms with a second checkbox that FlowTrader AI should begin performing the service before the withdrawal period expires (Section 7).
5. The customer completes the order with the “Subscribe with obligation to pay” button (monthly or annual plan) or the “Order with obligation to pay” button (Lifetime). Before the click, the order page shows an overview with the plan and price and, for a trial period, its length and the date and amount of the first charge.

Until clicking this button, the customer can review and correct their entries at any time: the payment method and billing address directly in the input fields, the plan via “Back to plan selection”. If the customer abandons the ordering process, for example by closing the page, no contract is concluded.

The contract can be concluded in German, English, Spanish, French, Italian or Turkish.

The provider stores the contract text, i.e. the order data and the Terms of Service in force when the contract is concluded. After the contract is concluded, the customer receives both with the confirmation email, the Terms of Service as a PDF. The current version of the Terms of Service is available at flowtraderai.de/en/terms and can be downloaded there as a PDF. Earlier versions are available on request from info@flowtraderai.de.

Section 4: Free Trial Period

(1) New customers on the trader plan can test FlowTrader AI free of charge with full functionality before any payment obligation begins. The trial period lasts 7 days; 30 days when signing up via the link of an affiliate partner or a coach; 14 days when signing up via an offline link (e.g. a QR code). The duration applicable in each case is shown on the sign-up page and in the ordering process before the contract is concluded. Each customer can use the trial period only once.

(2) At the start of the trial period, the customer selects a payment plan under Section 5 (monthly or annual) in the ordering process and provides a payment method. Nothing is charged during the trial period.

(3) The trial period ends once the number of days shown has elapsed, counted from completion of the ordering process (number of days times 24 hours). Unless the customer cancels beforehand, the subscription automatically converts into the selected payment plan, and the price for the first billing period is charged to the payment method provided. The date and amount of the first charge are shown in the ordering process and stated in the confirmation email. Section 6 applies to the further term.

(4) The customer can cancel at any time during the trial period without giving reasons: in the customer portal (in the app under “Settings”, “Manage subscription”), via the “Cancel subscription here” button on flowtraderai.de, or by email to info@flowtraderai.de. If the cancellation is received before the end of the trial period, nothing is charged; the app remains usable until the end of the trial period.

(5) Before the end of the trial period, the provider reminds the customer by email of the date and amount of the first charge.

(6) By way of derogation from paragraphs 2 to 5, the following customers test without providing a payment method: customers who sign up via a partner link for which the provider allows this, and customers whose trial began before the order process under paragraph 2 was introduced and is still running. This trial period ends automatically on the last trial day at 23:59 (German time) without a paid contract being concluded; continued use requires a separate contract under Section 3. The provider may grant individual persons, for example business partners, free access to the trader plan without a subscription; no payment is taken for this, and no paid contract is concluded. A coach account (Section 16) may use the trader plan without its own trader subscription only while its coach licence is active or its Coach Trial is running. Once the Coach Trial has expired, the coach licence has ended through expiry or cancellation, or the coach account has been suspended, the account needs a subscription for the trader plan like any other customer; the coach portal remains accessible. In all other respects, Section 16 applies to coach accounts.

Section 5: Prices and Payment

The following pricing plans are available:

- Monthly: €17.99 / month
- Yearly: €149.99 for the first year, then €12.50 / month (see Section 6)
- Lifetime: €699.00 (one-time, use without time limit as set out in Section 6)

All prices include statutory VAT. Payment is made via the payment service provider Stripe by credit or debit card, including via Apple Pay or Google Pay where offered in the ordering process. For existing subscriptions, a different payment method stored earlier can continue to be used. For coach subscriptions (B2B plan), the provisions in Section 16 apply.

Upon first connection with a trading coach via FlowTrader AI, the trader receives an introductory discount on the monthly plan for the first paid billing months. The amount and duration of the discount are shown in the ordering process. The discount is either granted automatically when signing up via the coach link, or applied to an existing subscription when connecting with the coach in the customer account. The discount requires a monthly subscription; no discount is granted for annual or Lifetime plans.

The introductory discount under paragraph 3 is granted only once per trader. Repeated use by terminating and re-establishing a coach connection, whether with the same or a different coach, is excluded. This serves to prevent abuse and ensures uniform pricing for all coaches and clients.

Section 6: Duration and Cancellation

The monthly trader plan can be ended at any time at the end of the current billing period. Monthly fees already paid are not refunded on a pro-rata basis.

The trader annual plan initially runs for one year from the first charge. If it is not cancelled before the end of this first contract year, it then continues for an indefinite period and is billed monthly at €12.50. From then on, the customer can cancel at any time with effect from the end of the current billing month. A cancellation during the first contract year takes effect at the end of that contract year. The first contract year, which has already been paid, is not refunded on a pro-rata basis in the event of cancellation.

The Lifetime licence is a one-time purchase and requires no cancellation. It entitles the customer to use the trader plan, in its respective scope of functions, without time limit for as long as FlowTrader AI is operated. For coach plans (Trial, Starter, Pro), the specific provisions in Section 16 apply.

Account deletion: The customer can delete their account themselves at any time in the settings. Accounts with coach access are deleted by the provider upon request to info@flowtraderai.de. Upon deletion, all of the customer's current subscriptions end immediately, even if the period already paid for has not yet expired; this also applies to coach subscriptions under Section 16. There is no pro-rata refund for the remaining period. A lifetime licence and a perpetual coach licence expire upon deletion. The account and the usage data stored in it are permanently deleted and cannot be restored. This does not apply to data that must be retained due to statutory retention obligations, in particular invoicing data, or to the information that, according to the Privacy Policy (section “After your account is deleted”), is kept. Anyone who registers again with the same email address after the deletion does not receive another free trial period. A customer who still wishes to use the paid period should first end only the subscription and delete the account once that period has expired. The statutory right of withdrawal under Section 7 remains unaffected.

Section 7: Right of Withdrawal for Consumers

Withdrawal instructions

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Stefan Hertweck, FlowTrader AI, Ooser Waldstraße 5, 76532 Baden-Baden, Germany, phone: +49 157 35705939, email: info@flowtraderai.de) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

You can also exercise your right of withdrawal online at https://www.flowtraderai.com/widerruf. If you use this online feature, we will send you an acknowledgement of receipt of the withdrawal on a durable medium (e.g. by email), including its content and the date and time of its submission, without undue delay.

Consequences of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

Early expiry of the right of withdrawal

For a contract for the provision of services that obliges the consumer to pay a price, the right of withdrawal expires only once the service has been provided in full, and only if, before performance began, the consumer expressly consented to the provider beginning performance of the service before the withdrawal period expires and confirmed their awareness that the right of withdrawal expires once the provider has fully performed the contract. This consent and confirmation are obtained in the ordering process with a separate checkbox, separate from consent to these Terms.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To: Stefan Hertweck, FlowTrader AI, Ooser Waldstraße 5, 76532 Baden-Baden, Germany, email: info@flowtraderai.de

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)
- Ordered on (*)/received on (*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)

- Date

(*) Delete as appropriate.

Section 8: Customer Obligations

The customer agrees to:

- Use the platform only for personal purposes
- Keep login credentials confidential and not share them with third parties
- Not perform automated access (bots, scrapers) on the platform
- Not upload illegal content

Section 9: Availability and Changes

FlowTrader AI strives for a monthly availability of at least 99%. Planned maintenance will be announced in advance when possible.

The provider may change or extend the platform if there is a valid reason, such as adapting to new technical developments or changed legal requirements or improving security, and the change causes the customer no additional costs. The provider informs the customer of such a change in advance, clearly and comprehensibly, by email. If the change impairs access to the platform or its usability more than insignificantly, the customer may terminate the contract free of charge within 30 days of receiving this information or, if the change takes effect later, of the change; the information points this out.

Section 10: Limitation of Liability

FlowTrader AI is not liable for:

- Trading decisions and resulting losses by the user
- Incompleteness or inaccuracy of AI-generated analyses and recommendations
- Offers, services and content of partners and other providers we link to. Contracts with these providers are concluded solely between the user and the respective provider.
- References to brokers and trading accounts are advertising, not investment advice or investment brokerage. Account opening, trading and advice take place solely with the respective provider.

The statutory provisions apply to defects (Sections 327 et seq. of the German Civil Code, BGB).

Section 11: Data Privacy

Details on the processing of personal data can be found in our Privacy Policy. Trading data is stored encrypted and not shared with third parties.

Section 12: Intellectual Property

All content on the platform, including text, graphics, software, and audio content, is protected by copyright. Reproduction or distribution without written permission is prohibited.

Section 13: Applicable Law

The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relationship is Baden-Baden, provided the customer is a merchant, a legal person under public law or a special fund under public law, or has no general place of jurisdiction in the Federal Republic of Germany.

Section 14: Severability Clause

Should any provision of these Terms of Service be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a regulation that comes closest to the economic purpose of the invalid provision.

Section 15: No Psychotherapeutic or Medical Advice

FlowTrader AI is a software analysis tool intended to support self-reflection in trading and is not a psychotherapeutic, medical, or health-related service. The provider is not a licensed psychotherapist or psychologist within the meaning of the German Psychotherapists Act (PsychThG) or any equivalent legislation. The analyses, guidance, coaching content and mindset sessions provided do not replace professional advice from qualified psychotherapists, physicians, or other health professionals. No diagnoses are made and no promises of cure are given. In case of psychological distress, addiction (e.g. gambling or trading addiction), or health concerns, please contact qualified professionals immediately. In Germany: Telephone counseling 0800 1110111 (24/7, free). Internationally, please contact your local emergency services or a qualified mental health professional.

Section 16: Coach Subscription (B2B plan)

Contracting parties and scope

Coach plans are exclusively intended for persons using the coach portal in the course of their commercial or self-employed professional activity as a trading coach. By concluding a coach subscription, the customer confirms that they are an entrepreneur within the meaning of § 14 of the German Civil Code (BGB). Provisions in favour of consumers, in particular the right of withdrawal under §§ 312g, 355 BGB and the cancellation button under § 312k BGB, do not apply.

Available plans

- Coach Trial: 30 days free trial with one client. No payment details on file, no automatic transfer into a paid plan. Switching to a paid plan only takes place by active customer confirmation in the coach portal.
- Coach Starter: annual subscription. €499.00 in the first contract year, €249.00 per year from the second contract year (each including statutory VAT). Includes five trader seats and the full functional scope of the coach portal.
- Coach Pro: one-time payment of €1,499.00 (including statutory VAT) for a perpetual licence with unlimited trader seats. No automatic renewal, no renewal cycle.

Term and renewal (Coach Starter)

The Coach Starter subscription is concluded with a minimum term of one year and renews automatically by another year at the then-applicable follow-up price (currently €249.00 per year) unless terminated before the end of the current contract period.

The provider sends a reminder email to the address stored in the account two weeks before each automatic renewal date. The customer can end the automatic renewal at any time via the coach portal.

Effect of termination

An ordinary termination, i.e. the active ending of the automatic renewal, only takes effect from the next renewal date. The contract period already paid for runs regularly until its end. A pro-rata refund of the annual fee already paid does not take place.

After the paid contract period ends, existing client histories are archived for the coach; new client connections are only possible again if the customer reactivates the renewal or switches to the Coach Pro plan.

The statutory right to extraordinary termination for good cause under § 314 BGB remains unaffected. Material complaints must be reported in writing to info@flowtraderai.de without delay.

Upgrade Starter → Pro

A switch from Coach Starter to Coach Pro is possible at any time. The Starter annual fee already paid for the current contract period is credited pro-rata (to the day) against the Pro purchase price; the customer pays only the remaining difference.

Coach obligations

The coach undertakes to use the client data made accessible via the coach portal exclusively for the agreed coaching activity and not to store or pass it on outside the platform. The coach complies with all data protection obligations towards their clients, in particular the requirements of the GDPR.

The coach is responsible for their own contractual relationships with their clients (content, fees, performance). FlowTrader AI is not a party to these coaching contracts, does not broker coaching services and does not participate in coaching revenues.

Data rights and separation

Trade data, journal entries and other client data entered into the coach portal remain the property of the respective client. The coach receives only the access rights explicitly granted by the client. Upon termination of the coach-client relationship, in particular when the client changes coach or when the coach subscription is terminated, these access rights expire automatically.

FlowTrader AI remains the sole processor within the meaning of Art. 28 GDPR in relation to the client. There is no separate processing agreement between coach and client.

Coaching packages from the coach to their clients

The coach can create their own coaching packages in the Coach Portal with individual term lengths (e.g. 3 weeks, 6 weeks, 3 months, 12 months, or no time limit) and assign them to individual clients. FlowTrader AI only manages the stored term data technically (contract start, contract end, selected post-expiry action). Content, fees and fulfilment of the coaching service are not subject of the platform relationship; they lie exclusively between coach and client (cf. Section 16 (6)).

After the coaching term specified by the coach expires, the client's status changes automatically according to the post-expiry action chosen by the coach. Available actions are: (a) alumni read access (the client retains read access to previously released community areas of the coach but no active

coaching access); (b) restriction to public areas (private coach areas are withdrawn); (c) full termination of the coach-client relationship. The client is informed in good time before expiry by email and push notification about the end of the term.

Payment for the coaching service is, at the coach's discretion, either handled manually outside the platform (e.g. bank transfer, invoice, cash) or via a payment link stored by the coach in the package (e.g. Stripe payment link). FlowTrader AI is in no case the recipient of the payment and not a party to the coaching agreement. A future marketplace settlement with a commission of its own (e.g. via Stripe Connect) may be added through separately agreed marketplace terms; such terms are not part of these GTC.

Marketing service on behalf of the coach

FlowTrader AI provides the coach with an automated marketing service in the Coach Portal that sends pre-built standard templates (in particular renewal reminders, welcome emails, re-engagement messages after termination) to the coach's clients. Dispatch takes place in co-branding with the sender name “[coach name] via FlowTrader AI” via the email service Brevo (Sendinblue SAS, EU) and, if the client has consented, via web push notifications. The reply-to address is the email stored in the coach's profile; client replies go exclusively to the coach, not to FlowTrader AI.

By activating the marketing service the coach issues, for this specifically defined dispatch operation, a processing instruction within the meaning of Art. 28 GDPR to FlowTrader AI. Permitted processing is limited to the named standard templates and the coach's active clients enrolled in the Coach Portal. Content changes to the standard templates by the coach are excluded in this tier; the content responsibility for the templates remains entirely with FlowTrader AI. A later extension to include individual, coach-authored templates is optional and requires a supplementary processing agreement and prior release by the coach.

Before the first live dispatch to clients, the coach receives a full test dispatch of all activated templates to their own coach email address and must actively release it in the Coach Portal. Only after release are clients sent live messages.

Transparency, audit log and instant control

FlowTrader AI maintains a dispatch log (audit log) for each coach of all messages sent to their clients within the marketing service. The log includes timestamp, recipient identifier, template name and dispatch channel (email or push). The coach can inspect the log at any time in the Coach Portal.

The coach can pause the marketing service at any time, either across the board or per client, without giving reasons (kill-switch). A pause takes effect immediately; messages already in preparation but not yet dispatched are stopped. The pause does not affect the proper performance of the coach subscription vis-à-vis the coach (Section 16 (2)–(3)).