

# FlexUp Software as a Service Agreement – General Conditions (SaaS-GC)

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## **Preamble**

The present FlexUp Software-as-a-Service Agreement – General Conditions (“**SaaS-GC**”) sets out the general terms and mechanisms that govern access and use of the FlexUp software application, platform, and related hosted services (the “**Service**”). It applies uniformly worldwide, ensuring consistency, legal certainty, and modularity across jurisdictions.

The SaaS-GC is to be read together with the FlexUp General Conditions (“**FlexUp-GC**”), which sets out the general terms applicable to all contracts under the FlexUp contractual framework where expressly incorporated. In the event of any inconsistency between the SaaS-GC and the FlexUp-GC, the SaaS-GC shall prevail to the extent of the inconsistency.

The SaaS-GC is incorporated by reference into each Software-as-a-Service Agreement – Special Conditions (“**SaaS-SC**”), which identifies the Parties, specifies which contractual documents apply, and defines the parameters of the service relationship. Together with the other documents applicable to the Contract as specified in the SaaS-SC, the SaaS-GC forms the binding agreement between the Parties.

All templates and documents composing the Contract are published and maintained by FlexUp and distributed under the FlexUp Licence ([www.flexup.org](http://www.flexup.org)).

## **Article 1. Composition of the Contract**

- 1.1 The Contract may include the following documents, listed in descending order of priority:
  - a) the FlexUp Software-as-a-Service Order – Special Conditions (“**SaaS-OSC**”), if applicable, which contains the specific elements of a given Order,
  - b) the FlexUp Software-as-a-Service Agreement – Special Conditions (“**SaaS-SC**”), which identifies the Parties and the specific parameters of the Contract,
  - c) the FlexUp Charter – Special Conditions (“**Charter-SC**”), if applicable, which is specific to the Project defined therein,
  - d) one or more FlexUp Software-as-a-Service Agreement – Additional Conditions (“**SaaS-AC**”), if applicable, which supplement or adapt the Contract to the relevant context or jurisdiction,
  - e) the FlexUp Software-as-a-Service Agreement – General Conditions (“**SaaS-GC**”), the present document, which applies to all SaaS contracts that refer to it,
  - f) the FlexUp Charter – General Conditions (“**Charter-GC**”), if applicable, which applies to all FlexUp projects worldwide,
  - g) the FlexUp General Conditions (“**FlexUp-GC**”), which applies to all FlexUp contracts that refer to it.
- 1.2 The Contract is composed of the documents listed in Article 1.1 that are expressly designated as applicable in the SaaS-SC, together with any additional documents expressly incorporated therein. The applicable documents form an inseparable contractual whole and are collectively referred to as the “**Contract**”. In the event of any inconsistency between these documents, the order of priority set out in Article 1.1 shall apply.
- 1.3 For clarity, the following terminology applies:
  - a) “**Special Conditions**” refers to the SaaS-SC and, where applicable, to the SaaS-OSC and Charter-SC.
  - b) “**General Conditions**” refers to the SaaS-GC, the FlexUp-GC and, where applicable, the SaaS-AC and the Charter-GC.

c) “**Charter**” refers collectively to the Charter-SC and the Charter-GC.

- 1.4 The documents composing the General Conditions are incorporated by reference and are not required to be appended to the Contract.
- 1.5 For each document composing the General Conditions, the applicable version is the latest version published on the FlexUp website ([www.flexup.org](http://www.flexup.org)) as of the date of signature of the SaaS-SC or, where relevant, the applicable SaaS-OSC, subject to the update mechanisms described in the General Conditions.
- 1.6 For the avoidance of doubt, the Licence-GC and, where applicable, any Licence-SC govern any use of Licensed Material or FlexUp IP outside the scope of the rights expressly granted under this Contract.
- 1.7 Accordingly, unless otherwise expressly authorised under this Contract or In Writing by FlexUp, Client's rights under the Contract are limited to access to and use of the Service. Any extraction, reuse, adaptation, reproduction, distribution, sublicensing, disclosure to third parties, commercialisation, or other use outside the Service of any Licensed Material or FlexUp IP made available through the Service shall remain subject to the Licence-GC and, where applicable, the relevant Licence-SC or another written agreement with FlexUp.

## Article 2. Definitions and Interpretation

- 2.1 In this Contract, capitalised words are defined terms, whose definitions are given in this Article or, if not here, elsewhere in the documents composing the Contract or in the FlexUp Glossary (available on [www.flexup.org/glossary](http://www.flexup.org/glossary)).
- 2.2 In case of any terminological discrepancies between the documents forming this Contract, the defined terms should be interpreted according to the document priority indicated in the Special Conditions.

Defined Term	Definition
<b>FlexUp</b>	FlexUp, a <i>société par actions simplifiée unipersonnelle (SASU)</i> , with a share capital of 10 000 €, registered at 10 rue Saint Paul, Paris, 75004, France, under the RCS of Paris with number 100 981 208, represented by Fabrizio Nastri in his role as <i>Président</i> .
<b>Intellectual Property (IP)</b>	Means any and all information, materials, data, and creative or technical outputs, of any kind, that FlexUp has created, developed, acquired, or holds rights in, whether or not protected by statute, as well as knowledge of a technical, scientific, creative, or commercial nature, including but not limited to: inventions, know-how, manufacturing and/or trade secrets, test results, data, models, industrial design, logos, mask works, design flows, methodologies, databases, software (in both source code and object code form, including any modules, components, scripts, configurations, and derivative code), files, plans, diagrams, drawings, reports, works of authorship, formulas, and other technical, scientific, commercial, or creative outputs, in any format or medium whatsoever.
<b>IP Rights</b>	Means all property rights arising from or in connection with the Intellectual Property including without limitation patents, rights of priority, copyrights, design rights, corporate names, domain names, trade names, trademarks, trade dress, service marks, and all applications, registrations, renewals, extensions, and continuations thereof, as well as any other intangible rights or forms of legally protectable proprietary information recognised under applicable law.

Defined Term	Definition
<b>App</b>	Means the FlexUp software application, platform, and related digital services, as made available by FlexUp from time to time, including without limitation any web-based platforms, mobile applications, application programming interfaces (APIs), and other software or technological components operated under the <a href="http://www.flexup.app">www.flexup.app</a> domain, or any successor or related domains, as well as any updates, upgrades, modifications, extensions, or new versions thereof developed or provided by FlexUp in the future. The App forms part of the Service.
<b>SaaS Account</b>	Means a logical workspace created within the App. A SaaS Account can represent an Individual (i.e., a natural person), a Legal Entity, a Grouping, or a Subaccount (i.e., a subset of the economic activities of another Account). Client accesses the Service through a dedicated SaaS Account, through which all transactions, records, and interactions are created, managed, and performed. The SaaS Account is owned and controlled by Client, identified in the applicable SaaS-SC, who acts as the SaaS Account owner and remains fully responsible for the configuration, use, and activities of the SaaS Account. A SaaS Account may include one or more SaaS Subaccounts, which are hierarchically linked to the SaaS Account and used to represent different activities. Where a SaaS Account is held by a Grouping, such Grouping shall have been duly constituted in accordance with the Grouping Agreement and the SaaS Account can only be created by its designated Grouping Representative.
<b>User</b>	Means any natural person who accesses or uses the Service under a valid Account and in accordance with the permissions granted by the Account Owner.
<b>Member</b>	Means a User who is granted access to the SaaS Account by Client. This User is assigned a designated role, which provides particular permissions within the SaaS Account.

### Article 3. Scope of the Software as a Service

- 3.1 This Contract governs access to and use of the Service by Client and its Members on a software-as-a-service basis only.
- 3.2 The Service consists of providing Client and its Members a limited, non-exclusive, non-transferable, non-sublicensable, revocable right, during the term of the Contract, to the App and its functionalities and interfaces, to access and use the Service solely for Client's internal business purposes, as made available by FlexUp.
- 3.3 The Service does not constitute, and shall not be construed as, a sale, assignment or transfer of any software, platform, infrastructure, or Intellectual Property.
- 3.4 Access to the Service is granted remotely via the App and is limited to the functionalities, features, and usage parameters made available by FlexUp under the applicable subscription plan (available at [www.flexup.org/pricing](http://www.flexup.org/pricing)).
- 3.5 The Service may include, in accordance with Article 10.1, optional features, modules, integrations, or tools, which can be activated, modified, or discontinued.
- 3.6 Subscription plans include defined usage limits, which may relate to the number of Members, Subaccounts, Orders, transaction volumes, storage capacity, or other quantitative or qualitative parameters, as described on the FlexUp website.

- 3.7 When a usage limit is reached or exceeded, Client may, depending on the configuration of the Service and the applicable plan selected:
- a) defer the relevant action until the next billing period;
  - b) upgrade or modify its subscription plan, with effect in accordance with the applicable terms; or
  - c) continue using the Service subject to additional usage-based fees charged in accordance with the pricing rules published on the FlexUp website.
- 3.8 FlexUp may update, modify, improve, or discontinue certain functionalities of the Service, provided that such changes do not materially deprive Client of the core functionality of the Service.
- 3.9 FlexUp may update the pricing applicable to the Service from time to time. Any such modification shall apply only to future billing periods and shall be notified to Client at least thirty (30) days in advance. Unless Client terminates the Contract before the effective date of the updated pricing, continued access to or use of the Service after such date shall constitute acceptance of the revised prices.
- 3.10 Client acknowledges that the Service is a technical and organisational tool and that FlexUp does not verify, validate, or assume responsibility for the accuracy, legality, completeness, or enforceability of any data, content, transactions, or records created, stored, or processed through the Service by or on behalf of Client

#### **Article 4. Access Rights and Use of the Service**

- 4.1 Subject to compliance with the Contract, FlexUp grants Client a non-exclusive, non-transferable, non-sublicensable, and limited right to access and use the Service during the term of the Contract.
- 4.2 Access to the Service is restricted to Client and Members designated by Client. Client remains fully responsible for all activities omissions, access, instructions, configurations, data submissions, and use of the Service, carried out through any SaaS Account under its control and by any of its Members, whether or not such activities were performed in compliance with Client's instructions.
- 4.3 Client shall ensure that only duly authorised persons access the Service and shall maintain appropriate internal controls over user access. Client shall ensure that access credentials are kept secure and confidential and shall promptly notify FlexUp of any unauthorised access or security breach.
- 4.4 Except as expressly permitted under the Contract, Client shall not, and shall not permit any third party to:
- a) copy, reproduce, scrape, modify, translate, republish, adapt, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas or structure, logic, models, algorithms or non-public functionalities of the Service or the App;
  - b) make the Service available to third parties, whether by resale, sublicensing, time-sharing, service bureau, or any similar arrangement;
  - c) access or use the Service to build, train, improve, benchmark, or support any competing product, service, template bank, automation, model, or platform;
  - d) interfere with, disrupt, or attempt to circumvent the integrity, security, or performance of the Service;  
or
  - e) use the Service in violation of applicable law, regulation, or the Contract, or for any unlawful, fraudulent, or abusive purpose.
- 4.5 The Service may allow Account identifying information to be visible or shared among other Users who may initiate requests, communications, or transaction proposals to Client through the App, including without prior consent or contractual relationship. FlexUp does not control, pre-screen, or validate such third-party initiatives and assumes no liability for any unsolicited, unwanted, or unauthorised requests,

interactions, or consequences arising therefrom. Client remains solely responsible for managing and responding to any such communications or transaction proposals.

- 4.6 FlexUp reserves the right to suspend or restrict access to the Service, in whole or in part, in accordance with the Contract, including in case of material breach, security risks, or non-payment, without prejudice to any other rights or remedies available to FlexUp.
- 4.7 Each Member and Client represents and warrants that it:
  - a) has full legal capacity to enter into and be bound by this Contract;
  - b) if accessing or using the Service on behalf of a Legal Entity, Grouping, or other organisation, the person accepting this Contract has the authority to bind such entity to this Contract; and
  - c) its use of the Service is carried out in the course of its professional activity, and not as a consumer.
- 4.8 Access to or use of the Service by any User is subject to prior acceptance of the SaaS-GC. Each User accessing a SaaS Account acknowledges and agrees to be individually bound by the terms of this Contract in addition to Client.
- 4.9 Any access or attempt to access the Service without proper authorisation, including through credential misuse, security circumvention, automated tools, or other unlawful means, shall constitute unauthorised access and may result in immediate suspension, termination, and any legal action.

## **Article 5. Subscription Structure**

- 5.1 The Service is offered on a subscription basis. Client shall select a subscription plan from those available by FlexUp on the official website, which determines the applicable features, usage limits, and pricing.
- 5.2 Any change of subscription plan may result in a corresponding adjustment of fees and applicable limits.
- 5.3 Subscription fees are billed on a recurring basis in accordance with the billing cycle applicable to the selected plan, without prejudice to any additional charges arising from excess usage or optional features.
- 5.4 The modification of a subscription plan shall not, in itself, terminate the Contract, unless expressly stated otherwise in the applicable SaaS-SC.

## **Article 6. Service Availability and Modifications**

- 6.1 FlexUp shall use commercially reasonable efforts to make the Service available.
- 6.2 FlexUp does not guarantee uninterrupted or error-free availability of the Service. No specific service level or uptime commitment shall apply unless explicitly set out In Writing.
- 6.3 FlexUp may temporarily suspend or limit access to the Service, in whole or in part, for maintenance, upgrades, security reasons, or operational needs. Where reasonably practicable, FlexUp shall use reasonable efforts to inform Client in advance of scheduled maintenance. Suspension under this Article is without prejudice to FlexUp's other rights of suspension or restriction under the Contract, including without limitation Articles 4.6, Article 10.5 and Article 10.6.
- 6.4 Temporary unavailability or scheduled or unscheduled suspension under this Article shall not constitute a breach of the Contract and shall not give rise to any right of reduction, refund, credit, or termination, except where expressly provided in the SaaS-SC.

## **Article 7. Client Obligations**

- 7.1 Client shall:
  - a) provide accurate, complete, and up-to-date information about Client and the SaaS Account as reasonably required for the provision of the Service;

- b) ensure that all Users access and use the Service in compliance with the Contract and remain bound by its terms;
  - c) maintain the security and confidentiality of all access credentials and User authentication mechanisms, and promptly notify FlexUp of any actual or suspected unauthorised access, security breach, or misuse of the Service; and
  - d) use the Service solely in accordance with its intended purpose and in compliance with applicable law and the Contract.
- 7.2 Client is solely responsible for all content, data, information, materials, and inputs uploaded, submitted, processed, stored, or generated through the Service, including their legality, accuracy, quality, and integrity.
- 7.3 Client remains responsible for ensuring that its use of the Service does not:
- a) infringe or misappropriate any intellectual property, privacy, confidentiality, or other rights of third parties;
  - b) introduce malware, malicious code, or security vulnerabilities into the Service; or
  - c) interfere with or disrupt the integrity, performance, or security of the Service or related systems.
- 7.4 Client shall pay all fees and charges applicable to the Service in accordance with the Contract. Timely payment of all amounts due is a material obligation of Client and a condition for the continued provision of access to the Service.

## Article 8. Service evolution

- 8.1 **Right to evolve the Service.** FlexUp may, from time to time, modify, update, enhance, replace, remove, or discontinue features, interfaces, workflows, integrations, or functionalities of the Service. Such changes shall not constitute a breach of the Contract and shall not give rise to any right of reduction, refund, credit, or termination, except as expressly set out in this Article.
- 8.2 **Materiality threshold.** Where a change is reasonably likely to materially deprive Client of the core paid functionality of the subscription tier then in force, FlexUp shall be entitled to implement such change only:
- a) with at least 30 (thirty) days' prior notice to Client; or
  - b) without such notice, where the change is required by reason of:
    - i. Applicable law or regulatory mandate;
    - ii. A material security risk or security incident;
    - iii. material technical infeasibility or material technical risk to the integrity, security, or performance of the Service; or
    - iv. the discontinuation, modification, or unavailability of a third-party service, technology, or dependency on which the Service relies.
- 8.3 **Beta and pre-release features.** Any beta, pilot, experimental, preview, or pre-release functionality may be made available by FlexUp at its discretion, may be withdrawn at any time, and is provided without any representation, warranty, service level, or obligation of continuity

## Article 9. Confidentiality and Data Responsibility

- 9.1 Without prejudice to Articles "Data Protection" and "Confidentiality" of the FlexUp-GC, each Party remains responsible for complying with any confidentiality, privacy, data protection, or information obligations applicable to it under the Contract and under applicable law. The following additional provisions apply to the Service.

- 9.2 Client acknowledges and agrees that it is solely responsible for:
- a) the lawfulness, accuracy, quality, and legitimacy of any data, content, or information uploaded, processed, stored, or generated through the Service by Client or any Member;
  - b) providing any required notices to, and obtaining any necessary consents from, Members and any clients, counterparties, or other third parties whose data may be processed through the Service; and
  - c) ensuring that its use of the Service complies with applicable privacy, data protection, secrecy, or confidentiality requirements in the relevant jurisdictions.
- 9.3 FlexUp does not monitor, control, verify, or assume responsibility for the content of data created in the SaaS Account or uploaded to the Service, or for Client's compliance with its own legal or contractual obligations toward third parties.
- 9.4 The processing of personal data, if any, by FlexUp in connection with the Service shall be governed by FlexUp's published privacy policies and data protection notices, as made available on its website and updated from time to time, which are incorporated by reference into the Contract.

## Article 10. Fees, Invoicing, and Payment

- 10.1 Fees for the Service, if any, may include:
- a) **"Subscription Fee"**: a recurring subscription fee, to be paid at the beginning of each subscription period;
  - b) **"Extra Usage Fee"**: pay-as-you-go fees resulting from exceeding the limits included in the applicable subscription plan, calculated and paid at the end of each subscription period; and
  - c) **"Flexible Payment Fee"**: additional fees associated with optional use of Flexible Payment Terms arising from the application of the FlexUp Economic Model, available if Client has signed the FlexUp Charter for this SaaS Account.
- 10.2 Fees shall be specified on the pricing page of the FlexUp website, including the subscription plan, pricing, billing cycle, applicable usage limits, and any taxes or charges.
- 10.3 Fees are paid in accordance with the Article "Invoicing and Payment" or, where applicable, the Article "Accounting and Remuneration under the FlexUp Model" of the FlexUp-GC.
- 10.4 Unless expressly stated otherwise in the SaaS-SC, fees are payable in advance for each Order and are non-refundable.
- 10.5 Failure to pay any amount due under the Contract by the applicable due date constitutes a material breach and may result, without prejudice to any other rights or remedies available to FlexUp, in the suspension or restriction of access to the Service until full payment is received.
- 10.6 Without prejudice to any other right or remedy, if Client fails to pay any undisputed amount when due, FlexUp may, after any applicable notice period required under the Contract, suspend or restrict access to all or part of the Service, suspend the creation of new users or new activity, or downgrade the Service to a reduced-access mode until all overdue amounts are paid in full. Any such suspension shall not relieve Client of its payment obligations.

## Article 11. Data, Records, and Platform Limitations

- 11.1 Client remains solely responsible for maintaining its own records of any transactions done via the App, including but not limited to contracts, orders, invoices, and any other document required to be kept for accounting, tax, regulatory, or evidentiary purposes.
- 11.2 The Service may include functionalities allowing the storage, organisation, consultation, and export of data, content, or information, subject to the storage capacities and technical limitations applicable to the selected subscription plan, as specified in the Contract.

- 11.3 Storage capacity is provided solely as a technical functionality of the Service and does not constitute, and shall not be relied upon as, a legal, regulatory, accounting, archival, evidentiary, or compliance service.
- 11.4 Such storage functionalities are provided without any guarantees of availability or compliance with specific legal requirements that Client may be subject to, and do not relieve Client from its obligations to maintain its own independent records in accordance with applicable law.
- 11.5 Records, data, or information generated, displayed, or stored on the platform are provided for organisational, operational, and documentation purposes only and shall not, by themselves, constitute legally binding or conclusive proof of execution, acceptance, payment, performance, or compliance with any legal or contractual obligation.
- 11.6 FlexUp does not guarantee the preservation, integrity, or availability of any data or records, and shall not be responsible for any loss, alteration, or unavailability of data, except as expressly required by mandatory applicable law.

## Article 12. Intellectual Property

Without prejudice to the intellectual property provisions set out in the Article “Intellectual Property” of the FlexUp-GC, the following additional provisions apply to SaaS Contracts.

- 12.1 **Ownership and reservation of rights.** FlexUp retains sole and exclusive ownership of all IP Rights in and to the IP, the FlexUp platform, the software, interfaces, workflows, documentation, know-how, methodologies, templates, models, underlying technology, and all related Intellectual Property rights, whether registered or unregistered, whether existing now or arising in the future.
- 12.2 **No implied transfer or broader licence.** Client and its Members do not acquire any ownership interest or other proprietary rights in the Service, the FlexUp Platform, or any underlying technology, regardless of any configuration, customisation, data input, usage, or contribution made through or in connection with the Service. No licence or other right is granted by implication, estoppel, exhaustion, or otherwise, except as expressly stated in this Contract.
- 12.3 **Use of FlexUp materials outside the Service.** Client acknowledges and agrees that the Service is made available on an access-only basis. Any extraction, reuse, adaptation, reproduction, distribution, sublicensing, disclosure to third parties, commercialisation, or other use outside the Service shall remain subject to the Licence-GC and, where applicable, the relevant Licence-SC or another written agreement with FlexUp.
- 12.4 **Client data.** As between the Parties, Client retains its rights in the data, documents, and other content uploaded or submitted by Client or its Members through the Service, subject to the rights necessary for FlexUp to host, process, transmit, reproduce, adapt for technical purposes, secure, back up, and otherwise use such data to provide, maintain, support, and improve the Service and to comply with applicable law and the Contract.
- 12.5 **Feedback.** Any feedback, suggestions, ideas, enhancement requests, or other input provided by Client or its Members relating to the Service may be freely used, implemented, incorporated, modified, commercialised, or exploited by FlexUp without restriction and without any obligation of compensation, attribution, or confidentiality, provided that this shall not grant FlexUp any right to identify Client publicly as the source of such input without Client’s consent unless such identification is already permitted elsewhere under the Contract.

## Article 13. Third-party services

The Service may interoperate with or enable access to third-party services, software, data, content, or integrations. FlexUp does not control and is not responsible for any third-party service, including its availability, security, legality, accuracy, performance, or terms of use. Client’s use of any third-party service is solely at Client’s own risk and subject to the terms of the relevant third party.

## Article 14. Limitation of Liability

Without prejudice to the provisions set out in the Article "Liability" of the FlexUp-GC, the following additional provisions apply to SaaS Contracts.

- 14.1 The Service is provided on an "as is" and "as available" basis. To the maximum extent permitted by applicable law, FlexUp does not warrant that the Service will be uninterrupted, error-free, secure, or meet Client's specific requirements.
- 14.2 FlexUp shall not be liable for:
- a) decisions, actions, or omissions taken by Client or any of its Members based on information generated, stored, or processed through the Service;
  - b) the content, accuracy, legality, or completeness of any data, documents, or information uploaded, created, or managed by Client or its Members through the Service;
  - c) any loss or damage resulting from Client's failure to export, back up, or otherwise retain its data prior to suspension or Cessation of the Contract, irrespective of the cause of Cessation;
  - d) internet outages, telecommunications failures, third-party hosting failures, cyber incidents originating outside FlexUp's reasonable control, or other external infrastructure failures; or
  - e) any incompatibility resulting from Client's systems, configurations, third-party integrations, or unauthorised modifications.
- 14.3 The liability regime set out in this Article and in the FlexUp-GC applies irrespective of the legal basis of the claim, whether in contract, tort (including negligence), statutory liability, or otherwise, and constitutes an essential element of the contractual allocation of risk between the Parties.

## Article 15. Term and Termination

Without prejudice to the provisions of Article "Duration and Termination" and Article "Remediation and Termination for Material Breach" of the FlexUp-GC, the following additional provisions apply to SaaS Contracts.

- 15.1 The Contract is entered into, by default, for an indefinite duration, commencing on the Effective Date.
- 15.2 Recurring-Orders shall, by default, be issued for successive periods of one (1) month, unless otherwise expressly agreed In Writing between the Parties.
- 15.3 Notwithstanding the general remediation provisions set out in the FlexUp-GC, FlexUp may suspend, restrict, or terminate the Contract, in whole or in part, with immediate effect and without prior notice, if Client or any of its Members:
- a) uses the Service in a manner that is unlawful, fraudulent, abusive, or in violation of applicable law;
  - b) engages in conduct that, in FlexUp's reasonable opinion, compromises the security, integrity, availability, or proper functioning of the Service or damages FlexUp's reputation or business interests; or
  - c) fails to pay any amount due under the Contract.
- 15.4 **Effects of Cessation.** Without prejudice of Articles "Effects of Cessation" and "Survival" of the FlexUp-GC, upon Cessation of the Contract, for any reason whatsoever:
- a) Client remains solely responsible for ensuring that it has retained or extracted copies of any data, content, or information stored or processed through the Service prior to the effective Cessation date and FlexUp shall have no obligation to retain, restore, or provide access to such data after Cessation;
  - b) All rights granted to Client and its Members to access and use the Service shall immediately cease, and Client shall promptly discontinue any use of the Service; and
  - c) Cessation of the Contract shall not affect any rights, obligations, or liabilities accrued prior to the effective Cessation date, any payment obligations incurred prior to Cessation (which shall remain

immediately due and payable), or any provisions of the Contract which, by their nature or express wording, are intended to survive Cessation.

15.5 **No Refund.** In the event of Cessation, FlexUp shall not be obligated to refund any fees paid by Client for use of the Service or any other services.

## **Article 16. Indemnification**

16.1 Client agrees to indemnify and hold FlexUp and its affiliates, officers, agents, employees, and partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of:

- a) Client's or its Members' use of the Service;
- b) any breach of the Contract by Client or its Members; or
- c) any infringement of third-party rights by Client or its Members.