

Terms and Conditions — FluxeHRa SaaS

Status: Template. Review and customize with counsel before use.

FluxeHRa is a registered brand of **Foil Envie SAS**, a société par actions simplifiée (SAS) registered in France.

These Terms and Conditions ("Terms") govern your subscription and access to **FluxeHRa** (the "Service") provided by **Foil Envie SAS** ("Provider").

If you do not agree, do not use the Service.

1. Who these Terms apply to

These Terms apply to organizations ("Customer") that purchase or subscribe to the Service and to their authorized administrators.

Individuals using the Service on behalf of the Customer must comply with the separate **Terms of Use** document.

2. Definitions

"Account" means the Customer organization account created for using the Service. "Customer Data" means any data, content, and materials uploaded to or entered into the Service by or on behalf of the Customer. "Documentation" means the Service documentation made available by Provider. "Provider" means **Foil Envie SAS**, which operates the Service under the **FluxeHRa** brand.

3. Subscription; eligibility; account setup

1. **Eligibility.** You represent that you are authorized to enter into these Terms on behalf of the Customer and that you can legally use and export any Customer Data you upload.
 2. **Account setup.** The Service may require Customer configuration (e.g., selecting modules, schemas, and retention/deletion instructions).
 3. **Authorized users.** Customer is responsible for authorizing and removing access for its employees and contractors who use the Service.
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4. Use of the Service

1. **Permitted use.** The Service may be used for the Customer's internal HR and people-management processes, including documentation and workflows configured in the Service.

2. **Prohibited use.** Customer agrees not to (and not to attempt to) bypass security controls, probe or scan systems, interfere with service availability, access data beyond authorized scope, or use the Service for unlawful purposes.
 3. **No unlawful content.** Customer Data must not include material that infringes third-party rights or violates applicable laws.
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5. Customer Data; Controller responsibilities

1. Customer is responsible for determining the purposes and means of processing its personal data within the Service.
 2. Customer is responsible for obtaining appropriate legal bases/consents for its processing activities, and for providing notices to data subjects where required.
 3. Customer must configure access controls and document visibility settings within the Service in a manner consistent with applicable data protection laws.
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6. Confidentiality; security

Each party will maintain appropriate confidentiality of non-public information received in connection with the Service.

Provider will implement reasonable technical and organizational measures designed to secure the Service and Customer Data, including tenant isolation and access controls as described in the Service's trust materials.

7. Data processing; privacy

To the extent Provider processes personal data on behalf of Customer, such processing is governed by the separate **Data Processing Agreement (DPA)** available from the Service's legal downloads.

8. Fees; payment; taxes

Fees, billing schedules, and any renewal or cancellation terms are specified in the Customer's subscription order, invoice, or written agreement with Provider.

Unless otherwise agreed, fees are non-refundable and taxes (if applicable) are the responsibility of the Customer.

9. Support and maintenance

Provider will provide support and maintenance according to the service level described in the order form or written agreement. Provider may perform scheduled maintenance with reasonable notice.

10. Intellectual property

1. Provider retains all rights in the Service, including any underlying software, technology, and intellectual property.
 2. Customer retains ownership of its Customer Data.
 3. Customer grants Provider the limited rights needed to host, operate, and maintain the Service and process Customer Data for the purposes described in the DPA.
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11. Changes to the Terms

Provider may update these Terms from time to time. Where legally required, Provider will provide notice of material changes. Continued use of the Service after the effective date constitutes acceptance of the updated Terms.

12. Term; termination

1. These Terms remain in effect for the duration of the subscription unless terminated earlier in accordance with the master agreement or for material breach.
 2. Either party may terminate for material breach if the breaching party does not cure within a reasonable period after written notice.
 3. Upon termination, Provider will process deletion/return actions in line with the DPA and applicable retention obligations.
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13. Disclaimer of warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

14. Limitation of liability

To the maximum extent permitted by law, neither party will be liable for indirect, incidental, special, consequential, or punitive damages (including lost profits or lost data), except where such limitation is prohibited by law.

Any liability will be limited in accordance with the master agreement.

15. Indemnification

To the extent required by the master agreement, the parties will indemnify each other for claims arising from breach of these Terms, misuse of the Service, or infringement caused by Customer Data.

16. Governing law; jurisdiction

These Terms are governed by the laws of **France**, without regard to conflict-of-law rules.

The **courts of Lyon, France** have exclusive jurisdiction for disputes arising under or in connection with these Terms, unless mandatory law provides otherwise.

17. Contact

For legal matters, contact **Foil Envie SAS** (FluxeHRa):

contact@fluxehra.ai

18. Company details

- **Provider legal entity:** Foil Envie SAS
- **Registered brand:** FluxeHRa
- **Registered office:** 8 rue Sylvestre, 69100 Lyon, France
- **R.C.S. Lyon:** 949 663 124
- **VAT number:** FR56949663124
- **SIRET:** 94966312400012
- **DPO contact:** contact@fluxehra.ai