

Flexio – Terms of Service

FLEXIO SRL (hereinafter “**the Provider**”) has developed and operates a platform (hereinafter “**Flexio**”) whose purpose is to collect the customer’s invoices, match them against bank statements and send the complete file to the customer’s accountant.

The customer (hereinafter “**the Customer**”) wishes to enter into an agreement (hereinafter “**the Agreement**”) with the Provider to benefit from an access to Flexio and to the Providers’ Services.

The present terms of service (hereinafter “**the Terms of Service**”) sets out the terms and conditions of the Agreement between the Customer and the Provider.

The Customer and the Provider are each individually referred to as a “**Party**” and are collectively referred to as the “**Parties**”.

TABLE OF CONTENT

I.	Identification	3
II.	Acceptance and opposability of the terms of service	3
III.	Definitions	3
IV.	General provisions	5
1.	Purpose - Link with other contractual documents	5
2.	Duration	5
3.	Price	5
4.	Intellectual Property Rights	6
5.	Personal data protection	6
6.	Liabilities	8
7.	Force majeure	9
8.	Interpretation	9
9.	Severability	9
10.	No Waiver	10
11.	Independence	10
12.	Assignment	10
13.	Communication	10
14.	Applicable law	10
15.	Dispute Resolution	10
V.	Granting of the License	11
16.	Scope and exclusions	11
VI.	Provision of the Services	11
17.	Access to Flexio	12
18.	Language and updates	12
19.	Retention of identification data	12

I. IDENTIFICATION

FLEXIO SRL is a company incorporated under the laws of Belgium, with registered office at Rue François Givron, 11, LES BON VILLERS, 6210, Belgium, known in the “Banque Carrefour des Entreprises” / “Kruispuntbank van Ondernemingen” under number 0755.414.026.

Email : hello@flexio.app

II. ACCEPTANCE AND OPPOSABILITY OF THE TERMS OF SERVICE

Use of Flexio implies acceptance of the Terms of Service. By accessing Flexio, the information it contains and the Services offered by the Provider, the Customer declares that he has read the Terms of Service and agrees to comply with them.

When subscribing to an Agreement in order to use Flexio, the Customer is also invited to confirm, expressly and without reservation, his acceptance of the Terms of Service, and a link redirecting to the Terms of Service will be provided in the email confirming his Agreement.

These Terms of Service are permanently available for download (in PDF format) on Flexio, under <https://flexio.app/terms.pdf>.

The Provider reserves the right to adapt and modify these Terms of Service at any time, according to changes in the applicable rules and its own needs. The new Terms of Service apply as soon as they are published on Flexio. It is the responsibility of the Customer to check the Terms of Service during his visit. If the Customer does not agree with the new Terms of Service, it is up to him to terminate his Agreement. Otherwise, he is deemed to have accepted the new version of the Terms of Service.

III. DEFINITIONS

Agreement : Agreement for the granting of the License and the provision of the Services means the payment of the Price, in accordance with the Terms of Service.

Business Day : Every day of the week except Saturdays, Sundays and legal holidays in Belgium.

Confidential Information : all information of a confidential nature of one of the Parties disclosed by whatever means, directly or indirectly, intentionally or unintentionally, whether before or after this Agreement becomes effective, including any trade secrets, information relating to the Intellectual Property Rights, system(s), know-how, products or services, operations, processes, plans, product information, market opportunities or business affairs of the person/entity making the disclosure, or which relates to the provision or use of the Services.

Information relating to the Parties, or their subcontractors, suppliers, customers, clients or other contacts which is disclosed to, or processed or otherwise handled by, either the other Parties, in the course of the performance of their respective obligations under this Agreement as well as in the course of the negotiation, development and conclusion of this Agreement is deemed to be of a confidential nature.

Customer : Any individual or legal entity carrying out professional activities, and subscribing to an Agreement in order to obtain a user License on Flexio and the provision of the Services, in accordance with the present Terms of Services.

Force Majeure : Any delay, failure to perform, damage, loss or destruction, or malfunction of Flexio, or any consequence resulting therefrom, caused or occasioned by, or due to, an event of force majeure, such as, without limitation, fire, earthquake, power failure, explosion, civil disturbance, governmental or regulatory action, lack of equipment or materials, unavailability of means of transport, act or omission of third parties (except for any subcontractors), or any other cause beyond the reasonable control of the Provider and which cannot be overcome by the adoption of reasonable measures.

Identifiers : The information required by the Customer (login and password) in order to access Flexio, chosen by the Customer when subscribing to an Agreement.

Intellectual Property Rights (IPR) : All patents, copyrights, design rights, trademark rights, trade name, trade secret, know-how, sui generis right on databases, and any other rights of an intangible nature (registered or not) and all applications thereof anywhere in the world.

Price : The amount of the monthly fee to be paid by the Customer to maintain the validity of his Agreement, in order to benefit from the License and the provision of the Services, in accordance with the present Terms of Service.

Services : All services provided to the Customer by the Provider under the Agreement and as a consequence of the use of Flexio, which include in particular and subject to modification decided by the Provider:

- i. Financial document collection and data extraction
- ii. Automatic matching with bank statements
- iii. Document and transactions export to cloud platforms

IV. GENERAL PROVISIONS

1. Purpose - Link with other contractual documents

- 1.1. The purpose of the Terms of Service is to govern the granting, retention, evolution and possible withdrawal of the License relating to Flexio, as well as the provision of Services that the Customer may benefit from by signing an Agreement.
- 1.2. The Terms of Service contain the entire agreement between the Parties and replace and supersede all previous communications and agreements relating to the subject matter thereof.
- 1.3. No other document shall be considered as falling within the scope of the Agreement. The Parties agree that any contractual or general conditions of the Customer shall not be applied, even if they are communicated by the Customer (attached to invoices, letters, order forms, ...) afterwards and that they are not expressly disputed by the Provider.

2. Duration

- 2.1. The Terms of Service are applicable for an initial trial period of thirty (30) days commencing on the day of acceptance of the Terms of Service. On the expiration date of this trial period, the Customer is invited to pay the Price specified in clause 3, and corresponding to the package he subscribed to.
- 2.2. In the absence of the payment specified in clause 2.1 within ten (10) Business Days, and notwithstanding the provisions of clause 2.4, the Provider shall terminate the Agreement with immediate effect.
- 2.3. Actual payment of the Price as specified in clause 3 by the Customer extends the Agreement for an additional period corresponding to the Price paid. As long as the Customer pays such Price according to clause 3, the duration of the Agreement shall be extended by successive additional periods or which such Price has been paid.
- 2.4. In the absence of payment of the Price in order to ensure the extension of the Agreement for another additional period as specified in clause 2.3, the Provider shall end the Agreement according to clause 2.5.
- 2.5. Either Party may terminate the Agreement by giving written notice to the other Party and a one (1) month notice. The Customer is allowed to give such notice to the Provider by accessing his account and ending his subscription at <https://my.flexio.app/settings/subscription>
- 2.6. The Provider reserves the right to immediately terminate the Agreement of any Customer who clearly, seriously and/or repeatedly violates these Terms of Service, violates or has violated the rights of third parties, or if required by law. In this case, the Provider may immediately terminate the Customer's Agreement by written notice. The Agreement will then be terminated after the expiration of a seven (7) days delay starting from the day of expedition of the notice.

3. Price

- 3.1. The provision of the Services is subject to the periodic payment of the price associated with the package the Customer subscribed to. The different packages are detailed as follows :
- Base :
 - Monthly Price : twenty-nine (29) EUR excluding VAT
 - This Price includes the processing of one-hundred (100) documents per month.
- 3.2. The Customer may choose to upgrade to a superior package, by selecting such option on Flexio. As soon as the upgrade has been selected, the Customer shall immediately benefit from the Services associated with the chosen package. He will also receive an invoice for the Price of the upgrade, calculated as a pro rata of the current validity period of the Agreement.
- 3.3. The Customer may choose to downgrade to an inferior package, by selecting such option on Flexio. No refunds will be applicable in case of downgrading. Consequently, the Customer will continue to benefit from the pre-downgrade package, until the end of the applicable validity period of the Agreement.
- 3.4. When the amount of documents processed by the Customer in Flexio exceeds the limit set by clause 3.1, an additional monthly fee of ten (10) EUR will be added to the initial Price, constituting the new Price to be paid by the Customer and invoiced monthly. This Price will allow the Customer to process an additional amount of fifty (50) documents in Flexio.
- 3.5. The process described in clause 3.4 will be repeated every time the number of documents processed in Flexio by the Customer exceeds its present limit. .
- 3.6. At any point, if the Customer thinks its Price and the number of documents processed do not correspond, the Customer may request, by email, to the Provider a recalculation of its Price. If needed, this recalculation can lead to an increase or a decrease of the Price. The new Price will be invoiced from the month immediately following the month of recalculation. In the case of a Price decrease following the recalculation, the Customer is not entitled to any refund from the Provider.
- 3.7. Invoices are sent at the beginning of each additional period specified in clause 2.3. to the Customer, according to the current chosen package. Any dispute relating to the invoices sent by the Provider to the Customer must be formulated in writing within five (5) Working Days from the date of their dispatch. After this period, the invoices will be considered as accepted without reserve by the Customer.
- 3.8. The invoices are paid by way of automatic debiting on the credit card which details have been submitted by the Customer when subscribing to the Agreement. In case of failure of the automatic debiting, the Provider shall inform by email the Customer of

such failure, and execute four (4) additional attempts of automatic debiting in the next fifteen (15) days starting from the failure. The failure of these additional attempts will be considered as an absence of payment according to clause 2.4, giving the Provider the right to end the Agreement as specified in clause 2.6.

4. Termination

- 4.1. In case of termination of the Agreement, irrelevant of the cause of the termination, and with respect to the potentially applicable notice periods or delays, the Provider shall cancel the access of the Customer to Flexio, and stop the provision of the Services.
- 4.2. In case of termination based on clause 2.5, the Customer shall continue to enjoy access to Flexio and the subscribed package of Services until the end of the remaining validity period of the Agreement.
- 4.3. In case of termination of the Agreement according to clauses 2.2 or 2.4, and within a period of six (6) months from the date of termination, the Customer can re-activate its account by accessing <https://my.flexio.app/settings/subscription> and choosing a package. Such re-activation implies the subscription of a new Agreement by the Customer, identical to the terminated Agreement. After the expiration of the six (6) months period, any re-activation of the account of the Customer will be impossible, and the potential Customer data in possession of the Provider will be deleted.

5. Intellectual Property Rights

- 5.1. The Provider is the owner of all Intellectual Property Rights relating to Flexio and its content.
- 5.2. Under no circumstances can the subscription to an Agreement be considered as organizing any transfer of Intellectual Property Rights to the Customer.
- 5.3. The Provider is not the owner of the Intellectual Property Rights relating to other computer programs, programming languages, operating system software, etc... that may be necessary and/or useful for the operation of Flexio. The licenses and other conditions of use specific to these third party programs apply where applicable, and it is the sole responsibility of the Customer to obtain the necessary rights for the use of these third party programs.

6. Confidentiality

- 6.1. The Parties agree that the following terms apply when the Customer discloses Confidential Information to the Provider and when the Provider discloses Confidential Information to the Customer.

- 6.2. The Parties undertake to treat as confidential all Confidential Information in any medium or format, which they receive from each other.
- 6.3. The Parties shall use Confidential Information they disclose to each other, process or otherwise handle in the course of the negotiation, development and conclusion of the Agreement for the sole purpose of the negotiation, development and conclusion of the Agreement. The Parties shall not copy or reproduce such Confidential Information in any form whatsoever except as may be strictly necessary for the purposes of the negotiation, development and conclusion of the Agreement.
- 6.4. The Parties shall in addition:
- i. use the utmost care and discretion to avoid disclosure, publication, or dissemination of Confidential Information;
 - ii. use Confidential Information only for the purpose for which it was disclosed under the Agreement;
 - iii. observe a general obligation of discretion regarding the information received from each other;
 - iv. ensure that their personnel, affiliates, directors, officers, agents who will be working on the provision of the Bundle are bound by all obligations of confidentiality under this clause 5;
 - v. keep secret and preserve the confidentiality of all Confidential Information disclosed to them;
 - vi. ensure that access to Confidential Information is limited to directors, officers, employees and professional advisors who reasonably need to know the Confidential Information to carry out the proper execution of the Agreement; and
 - vii. be liable for any breach of this clause by any of their directors, officers, personnel or professional advisors.
- 6.5. A Party shall not disclose, publish, or disseminate the terms of the Agreement without the prior written consent of the other Party, except to the extent permitted by this clause.
- 6.6. The Parties shall protect Confidential Information for as long as the Confidential Information is in their possession, without the possibility of contractual waiver or limitation.
- 6.7. When the Confidential Information is no longer regarded as relevant, upon request from a Party, and upon termination of the Agreement, the other Party shall promptly return all Confidential Information, or any item thereof if such is requested, having come into the other Party's possession as a part or result of the Agreement. Upon request by a Party and in any case upon termination of the Agreement, the other Party shall destroy or cause to be destroyed all Confidential Information. In these cases, that Party shall confirm in writing that it has destroyed all Confidential Information and provide an up-to-date list of destroyed materials.
- 6.8. Except to the extent and for the duration required in order for the Parties to comply with their obligations under the Agreement, nothing in this clause shall be construed so as to grant to a Party any right, whether by ownership, license or otherwise, in the Intellectual Property Rights of the other Party.

- 6.9. This clause shall not apply to any information which:
- i. is or becomes generally available to the public other than as a result of a breach of this clause;
 - ii. is acquired from a third party owing no confidentiality obligation to a Party, in respect of that information, where the use or disclosure accords with rights lawfully granted by that third party;
 - iii. is independently developed by a Party without use of the other Party's Confidential Information as evidenced by written records;
 - iv. is already known by the other Party at the time of its receipt, as evidenced by its written records; or
 - v. a Party is required by any applicable legislation to disclose, provided always that a Party should, to the extent reasonably possible whilst complying with the applicable legislation, notify the other Party of such requirements prior to any such disclosure and provide the notified Party with a reasonable opportunity to contest the requirement to disclose the information or to limit the extent of the disclosure.

7. Personal data protection

- 7.1. All terms that are not defined in this clause shall be interpreted in the same manner as they are specified in Regulation n°2016/679 (GDPR).
- 7.2. In the context of the performance of the Agreement between the Parties, personal data relating to the Parties' employees or managers (surname, first name, position, contact details) are processed by the other Party in accordance with the GDR for the purposes of performing the Agreement:
- i. to enable the performance of the Agreement and its monitoring by the Parties ;
 - ii. to enable the employees of each Party to contact each other, as required for the proper performance of the Agreement;
 - iii. to ensure that each Party complies with its social and tax obligations;

The provision of personal data relating to the other Party's employees or managers is a necessary condition for the conclusion and performance of the Agreement.

In case of strict necessity, the personal data of the employees or managers of each Party may be communicated to the following third parties:

- i. BPOST (Belgian Post) or any similar company responsible for the distribution of letters or parcels ;
- ii. the public administrations in charge of taxation and social security, the Parties' accountants, to ensure compliance with the legal obligations of the Parties concerned ;

Personal data relating to the employees or managers of each Party are kept for a maximum period of ten (10) years from the termination of the Agreement.

For any request relating to the processing of personal data, each Party may be contacted as follows:

- i. for the Provider: by email at : hello@flexio.app
- ii. for the Customer: to the email address provided when subscribing to the Agreement.

Each employee or manager of a Party may (upon a dated and signed request sent by email to the other Party with proof of the identity of the person concerned) obtain free of charge, if a reasonable amount is involved, written communication of the personal data processed and the portability of the data, as well as, where appropriate, their correction, limitation, deletion or exclusion of those that are not accurate, complete or relevant. The request shall be considered rejected if no action has been taken on the request within thirty (30) days of the request. Each Party or its employees may file a complaint with the Belgian data protection authority (Rue de la Presse 35, 1000 Brussels - contact@apd-gba.be - Tel + 32 2 274 48 00 - Fax + 32 2 274 48 35) for the exercise of these rights.

If a Party discloses to the other Party personal data concerning its employees or managers, the Party disclosing such information must ensure that it has informed the employees or managers concerned.

- 7.3. The Customer, in his capacity of data controller, undertakes to comply with the requirements of all national and European legislation on the protection of personal data, including Regulation n°2016/679 (GDPR), as well as the Law of July 30, 2018 on the protection of individuals with regard to the processing of personal data.

The Customer hereby grants the Provider a general authorization to use any subcontractor that the Provider deems necessary for the provision of the Services. The Provider will nevertheless inform the Customer in the event of the addition and/or replacement of subcontractor(s).

In its capacity of data processor, the Provider will only process the personal data the Customer upload on Flexio on the instructions of the Customer and to the extent necessary for the provision of the Services, unless required to do so under the law of the Union or national law to which the Provider is subject. In this case, the Provider shall inform the Customer of this legal obligation prior to processing, unless the law concerned prohibits such information for important reasons of public interest.

The Provider, in its capacity of data processor, agrees to :

- i. Ensure that persons authorized to process personal data are committed to confidentiality or are subject to an appropriate legal obligation of confidentiality ;
- ii. Implement appropriate technical and organizational measures to ensure a level of personal data security appropriate to the risk;
- iii. To assist the Customer in fulfilling his obligation to comply with the requests made by potential data subject to exercise their data protection rights, according to the means at his disposal;
- iv. To assist the Customers in ensuring compliance with the obligations imposed by Articles 32 to 36 of Regulation 2016/679 ;

- 7.4. The personal data collected by the Provider and processed on behalf of the Customer are as follows:
- i. Manager's first name, last name, email address, professional address, IP address, IBANs, VAT, websites ;
 - ii. Employees' first name, last name, email address, professional address, IP address, IBANs, VAT, websites ;
 - iii. Company suppliers' first name, last name, email address, professional addresses, IBANs, VAT, websites ;
 - iv. Company clients' first name, last name, email address, professional addresses, IBANs, VAT, websites ;
 - v. Any personal data that may appear in the Customer's professional bank statements ;
 - vi. Any personal data that may appear on the documents uploaded on Flexio by the Customer ;

8. Liabilities

- 8.1. The Provider's obligations are obligations of means.
- 8.2. Any deadlines communicated by the Provider are only indicative.
- 8.3. The Provider acts solely as an intermediary to facilitate document sharing with the Customer's accountant, the Provider's role is therefore limited to providing the Customer with access to Flexio and related Services.
- 8.4. The Provider assumes no responsibility for the backup and/or lack of backup of the data uploaded by the Customer on Flexio.
- 8.5. Flexio is provided as is, without any guarantee as to its performance or suitability for the specific needs of the Customer's business.
- 8.6. The Provider's potential liability is limited to the correction of defects in Flexio reported by the Customer to the address hello@flexio.app within a reasonable period of time, provided that these defects are due to the Provider's own developments and not to any other third party computer program and/or to any material incompatibility and/or misuse of Flexio or of a third party computer program.
- 8.7. The Provider shall not be liable for any indirect damage, including but not limited to any financial or commercial loss, commercial disruption of any kind, arising out of the use or inability to use all or part of the Services or of the conduct of third parties.
- 8.8. In any event, the possible liability of the Provider is limited to a maximum amount corresponding to the Price paid by the Customer during the last twelve (12) months of provision of the Services.

9. Force majeure

- 9.1. Neither Party shall be liable for any non-performance of its obligations, to the extent that such non-performance was directly caused by a Force Majeure event.
- 9.2. The Party claiming force majeure shall only be excused provided that it (a) continues to use all reasonable endeavours to limit the effect of non-performance and to recommence performance as soon as possible and (b) immediately notifies the other Party by telephone (to be confirmed in writing within five (5) days of the inception of such non-performance) and describes in reasonable detail the circumstances causing such Force Majeure event and the likely duration of the non-performance. In any such case, the performance of the affected Party's obligations, to the extent affected by the cause, shall be suspended during the period that the Force Majeure event persists. If performance is not resumed within thirty (30) days after the notice from the affected Party to the other Party, the other Party may terminate this Agreement, immediately and without any compensation, by written notice to the affected Party.

10. Interpretation

- 10.1. Except when stated otherwise, the plural terms encompass the singular terms and conversely.
- 10.2. The terms which are not defined in Part III of the present Terms of Service are to be understood in their common sense.
- 10.3. Express when stated otherwise, the enumerations are never limitative.

11. Severability

- 11.1. If any provision or part of part of provision of the Terms of Service is held to be invalid, illegal, or unenforceable, the remaining provisions of Terms of Service or parts thereof will not in any way be affected or impaired, and the invalid, illegal, or unenforceable provision or part thereof will be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable legislation and preserving to the fullest extent possible the intent and agreements of the Parties as set forth in the Agreement.
- 11.2. Each Party will use its best efforts to immediately negotiate in good faith a valid replacement clause, as specified in clause 9.1, that will maintain, to the extent possible, the economic balance and intent of the Parties as reflected in the deleted article.

12. No Waiver

- 12.1. Neither failure to exercise nor any delay in exercising any right, power or remedy by a Party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Party granting such waiver unless it is made in writing.

13. Independence

- 13.1. The Parties are legal and economic entities independent of each other.
- 13.2. Nothing in the relations between the Parties shall be interpreted as establishing or implying the establishment of an employment relationship, a commercial partnership within the meaning of the Code of Economic Law or a joint venture between the Parties.

14. Assignment

- 14.1. The Customer may not transfer, assign or novate its rights and/or obligations, under the Agreement without the prior written consent of the Provider.
- 14.2. Any assignment, transfer or novation of all or any part of the Agreement or attempt thereto, that does not comply with this clause, is void and shall have no effect. Such an attempt will be considered as a material breach of the Customer.

15. Communication

- 15.1. As a general rule, communications in which a time limit applies shall be made by paper mail. The use of registered mail with acknowledgement of receipt is to be preferred.
- 15.2. As a rule, and except when stated otherwise, communications and notifications are deemed to be received on the day following the business day following the sending of the mail or email.

16. Applicable law

- 16.1. The Terms of Service - their interpretation, application and any disputes arising therefrom - is governed exclusively by Belgian law.

17. Dispute Resolution

- 17.1. The Parties will always try to resolve any dispute arising from the Terms of Service amicably.
- 17.2. Any dispute arising out of, or in connection with, the Terms of Service, including all issues concerning the existence, validity, and expiration of the Agreement and the Terms of Service, shall be submitted exclusively to the courts and tribunals of the judicial district of Charleroi.
- 17.3. The language of the proceedings shall be French. Each Party shall bear any translation costs.

V. GRANTING OF THE LICENSE

18. Scope and exclusions

- 18.1. In return for payment of the Price in accordance with clause 3, the Customer is granted a License on Flexio, in accordance with the terms of the Terms of Service.
- 18.2. The License is a user license, which authorizes the Customer to use Flexio and its features in good faith, within the limits of what is necessary for the normal use of the Services.
- 18.3. The License is personal, granted in return for payment - its cost is included in the Price - worldwide, temporary within the limits set out in the Terms of Service, non-transferable and non-exclusive.
- 18.4. The License does not grant any right to, and prohibits the Customer from :
 - i. Reproducing permanently or temporarily Flexio, in whole or in part, by any means and in any form whatsoever, except to the extent that such reproduction is essential for the use authorized under and within the limits of the License ;
 - ii. Publishing and/or distributing Flexio to the public ;
 - iii. Renting or lending its access to Flexio ;
 - iv. Transferring its access to Flexio (except to the extent permitted by the Terms of Service);
 - v. Translating, adapting, arranging and/or otherwise transforming Flexio ;
 - vi. Attempting to circumvent the technical protection measures contained in Flexio ;
 - vii. Reconstituting the logic of Flexio, decompiling or disassembling it, except to the extent that such operations comply with Articles XI.299 and XI.300 of the Code of Economic Law. Under no circumstances may these operations cause unjustified prejudice to the legitimate interests of the Provider, or interfere with the normal operation of Flexio.

VI. PROVISION OF THE SERVICES

19. Access to Flexio

- 19.1. Access to Flexio requires Identifiers, which are chosen by the Customer when subscribing to an Agreement.
- 19.2. The Customer connects using his Identifiers which are personal and confidential. The Customer is solely responsible for use made of Flexio via his Identifiers. It is indeed up to the Customer to preserve the confidentiality of his Identifiers and to control the use of them. Any use of the functionalities of Flexio will be irrefutably presumed to be made by the Customer when such use is made using the Identifiers of the Customer concerned. If the Customer believes that a third party is using Flexio by means of his Identifiers, and without his authorization, he must immediately inform the Provider and request that it be reset on the basis of new Identifiers.
- 19.3. The Provider shall use its best efforts to ensure optimal access to Flexio and its Services. However, the Provider is not liable for any event due to Force Majeure resulting in a temporary or permanent malfunction or inaccessibility of Flexio and/or Services.
- 19.4. The Provider reserves the right to interrupt, suspend or temporarily modify access to Flexio for technical or maintenance reasons. In such cases, the Customer will be notified directly on Flexio at least forty-eight (48) hours before the start of maintenance. The Provider cannot be held responsible for any damage suffered by the Customer in the event of temporary unavailability of Flexio due to maintenance operations.

20. Language and updates

- 20.1. The initial language of Flexio is English.
- 20.2. The Provider may - but is in no way obligated to - provide updates, make patches, add or remove features, modify the graphical user interface used in Flexio.
- 20.3. The Customer may suggest corrections to be made by sending an email to the following address hello@flexio.app.
- 20.4. Unless otherwise communicated by the Provider, these new elements are covered by the same License as defined in the Terms of Services.

21. Retention of identification data

- 21.1. In accordance with Article XII.20, §2, of the Code of Economic Law, the Provider is required to "*inform without delay the competent judicial or administrative authorities of any alleged illegal activities carried out by the recipients of their services, or of any alleged information provided by them (...)*".

21.2. Consequently, the Provider reserves the right to transmit any data allowing the Customer to be identified to any judicial or administrative authority that would request it.