Terms of Service

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Company Identification

Hubflo (the "Company") is a simplified joint-stock company ("SAS") registered with the Paris Trade and Companies Register under number 909 078 263, with its head office located at 49 rue de Ponthieu, 75008 PARIS.

Offered Services

The Company offers its clients (the "Client(s)") (hereinafter collectively referred to as the "Parties") SaaS solutions accessible through the platform www.hubflo.com, www.app.hubflo.com, and inbox.hubflo.com (the "Platform").

The Services include:

Hubflo Client Management and Portal ("Client Portal")

- CRM management services for Clients;
- Project tracking and time management services;
- Invoicing management and tracking services for (i) contracts and (ii) collections;
- Client Portal for collaboration with the Client's own customers and prospects.

Inbox by Hubflo ("Inbox")

- An AI-powered email and calendar management service that connects to the Client's email accounts (Gmail and/or Outlook) and calendar;
- AI-assisted features including automatic email labeling, AI-generated draft responses, automatic task creation, and automatic calendar event rescheduling;
- Collaborative email management allowing team members to work together on shared inboxes.

The Client Portal and Inbox are separate services with independent subscriptions and billing. The Client may subscribe to one or both services. Terms specific to either service are identified as such throughout these General Terms.

Information on General Terms

Function of the General Terms

The Company's general terms (the "General Terms") constitute the sole document governing its contractual relationship with the Client and define:

- The terms of use of its Services;
- The respective obligations of the parties.

Location of the General Terms

The Client can find them via a direct link at the bottom of the Platform's page.

Acceptance of the General Terms

The Client accepts the General Terms by checking a box in the registration form. If the Client does not accept all the General Terms, they cannot access the Services.

The General Terms may be supplemented by specific conditions, which, in case of contradiction, prevail over the General Terms.

Interaction with the Payment Service Provider's General Terms

All payments made through the Platform are managed by the payment service provider indicated on the Platform (the "Payment Service Provider").

The Client will contract directly with the Payment Service Provider regarding the implementation of these payments by accepting its general terms through a checkbox on the Platform.

If the Payment Service Provider refuses or terminates the Client's subscription, the Client cannot use the Company's Services.

Conversely, the termination of the contractual relationship between the Client and the Company results in the termination of the Client's contract with the Payment Service Provider.

In case of contradiction between the Payment Service Provider's general terms and the Company's General Terms, the latter shall prevail.

The Client expressly authorizes the Company to transmit all their payment-related instructions to the Payment Service Provider.

Conditions of Access to the Services

The Client is:

- a natural person with full legal capacity,

- or a legal entity acting through a natural person with the required power or authorization to contract on behalf of the Client and for its account.

The Client qualifies as a professional, meaning any natural or legal person acting for purposes within the scope of their commercial, industrial, artisanal, liberal, or agricultural activity, including when acting on behalf of another professional.

Subscription to the Services

The Client must complete the form provided for this purpose on the Platform and subscribe to the Services in the form of a subscription (the "Subscription") in accordance with the provisions of the article "Company's Financial Conditions."

The Client must provide the Company with all information marked as mandatory.

The Company may, at its discretion, verify the information provided by the Client in the form through additional questions (the "Additional Questions") addressed to the Client or by any other means, to verify:

- The accuracy of the information provided;
- That the Client meets the conditions set out in the article "Conditions of Access to the Services."

The Company reserves the right, at its discretion and particularly based on the above criteria, to refuse the registration of any user.

Unless refused under the aforementioned conditions, the Company will definitively validate the Client's registration, resulting in the opening of an account in the Client's name (the "Account") allowing them to access the Services using their login ID and password.

Account Security

The Client is solely responsible for maintaining the confidentiality and security of their Account credentials, including their login ID and password. The Company shall not be liable for any loss or damage resulting from the Client's failure to secure their Account.

The Client is responsible for all activity conducted through their Account and must promptly notify the Company of any unauthorized access or use of their Account.

Access to the Services

Once the Client's Account is created, they can freely access the Services within the limits of the Services included in their Subscription.

Client Portal

The Client can create access for their collaborators and clients and prospects (the "Guests").

The creation of these accesses will be billed according to the provisions of the article "Company's Financial Conditions."

The Client is solely responsible for creating access for the Guests, configuring their access rights within the limits of the Services accessible to the Guests, and their personal use of the Platform.

Guests will have access, within the limits of the permissions granted to them by the Client, to the following Services:

- Viewing, creating, and editing invoices, quotes, projects, contacts, tasks, documents, and time tracking.

Inbox

The Client may connect one or more email accounts (Gmail and/or Outlook) to the Inbox service. By connecting an email account, the Client authorizes the Company to access, sync, store, and process the email and calendar data associated with that account in order to provide the Inbox service.

Personal email accounts connected to Inbox are private by default. No other user can view the contents of a personal email account unless the account owner explicitly shares specific emails.

Shared inboxes are accessible to team members by default. The account administrator controls which team members have access to each shared inbox.

The Client is solely responsible for managing email account connections, configuring access permissions for team members, and ensuring that all individuals whose email accounts are connected to Inbox have consented to such connection.

The Client and Guests can access the Services directly on the Platform.

Description of the Services

The Client acknowledges:

- being aware of the characteristics and constraints, particularly technical, of the Company's Services,
- that the implementation of the Services requires an internet connection and that the quality of the Services depends on this connection, for which the Company is not responsible.

Depending on the subscription taken out by the Client, they will have access to the Services as described on the Platform for that subscription.

Any request for modification of the subscribed Services must be specifically addressed to the Company at contact@hubflo.com, through the chatbot available on the Platform, or by any other means made available by the Company.

The Company reserves the right to offer any other Service.

AI-Powered Features (Inbox)

Description of AI Features

The Inbox service uses artificial intelligence, powered by third-party AI service providers, to deliver the following features:

- **Auto-labeling:** Incoming emails are automatically categorized and labeled based on their content.
- **Auto-draft responses:** The AI generates draft replies that are saved to the Client's email account (Gmail or Outlook) for review. The AI never sends an email on behalf of the Client. The Client must review and confirm any draft before it is sent.
- **Auto-task creation:** Tasks are automatically created within the Hubflo platform based on the content of emails.
- **Auto-reschedule:** Calendar events may be automatically rescheduled by the AI based on its analysis. This feature operates autonomously and may modify calendar events without prior manual confirmation from the Client. This feature is opt-in and can be disabled at any time from the Client's dashboard.

Data Shared with AI Providers

To deliver these features, the following data may be transmitted to the Company's third-party AI service providers (currently OpenAI and Google):

- Email content: subject lines, body text, sender and recipient information, attachment metadata.
- Calendar data: event titles, descriptions, dates, times, participant information.

The Company maintains zero data retention agreements with its AI service providers. This means the Client's data is not stored by these providers after processing. The AI service providers do not use the Client's data to train their AI models.

Client Consent and Control

The Client consents to AI processing of their email and calendar data upon connecting their email account to the Inbox service. The Client may disable some or all AI features at any time from their dashboard.

When the Client disables all AI features, the Company immediately stops transmitting the Client's data to its AI service providers. The Client's stored data remains on the Company's servers for the non-AI functionality of the Inbox service.

AI Disclaimer

The Client acknowledges and agrees that:

- AI features are provided as productivity tools and may produce inaccurate, incomplete, or inappropriate results. The Client is solely responsible for reviewing, verifying, and approving any AI-generated content (including draft responses) before use.

- The Company does not guarantee the accuracy, reliability, suitability, or completeness of any AI-generated output.
- The Client is solely responsible for any consequences arising from the use of AI-generated content, including any draft responses sent by the Client and any calendar modifications made by the auto-reschedule feature.
- The Client is solely responsible for enabling or disabling autonomous AI features (such as auto-reschedule) and accepts the consequences of any actions taken by such features while they are enabled.
- AI features may be modified, improved, or discontinued by the Company at any time, with or without prior notice.

Email and Calendar Data Storage (Inbox)

When the Client connects an email account to the Inbox service, the Company syncs and stores a complete copy of the Client's email and calendar data on its servers. This data is encrypted at rest using AES-256 encryption and protected in transit using TLS 1.2 or higher.

The Company stores this data to enable faster loading, search functionality, and a seamless user experience.

The Company retains email and calendar data for a maximum of one (1) year from the date it was synced to the Company's servers. Data older than one year is automatically purged.

The Company never uses the Client's email or calendar data to train any machine learning or AI model, whether its own or those of any third party.

Intellectual Property and Content Ownership

Company's Intellectual Property

The Client acknowledges and agrees that the Company and/or its licensors own all intellectual property rights in the Services, the Platform, the underlying software, and all related documentation. These General Terms do not grant the Client any rights to patents, copyrights, trade secrets, trademarks, or any other intellectual property rights in respect of the Services or the Platform, except for the limited right of use granted under these General Terms.

Client's Content

The Company does not claim any intellectual property rights over the content, data, or materials that the Client uploads, submits, or transmits through the Services ("Client Content"). All Client Content remains the property of the Client. The Client may request deletion of their Account and associated Client Content at any time.

By using the Services, the Client grants the Company a non-exclusive, worldwide, royalty-free license to use, store, reproduce, and display Client Content solely to the extent necessary to provide and operate the Services. This license terminates upon deletion of the Client's Account and associated data.

For Inbox users, AI-generated draft responses are created within and belong to the Client's own email account (Gmail or Outlook). The Company does not claim any ownership over AI-generated drafts.

Prohibited Uses

The Client shall not:

- reproduce, duplicate, copy, sell, resell, or exploit any portion of the Services without the express written permission of the Company;
- attempt to decompile, reverse engineer, disassemble, or otherwise reduce the Platform or its underlying software to human-readable form;
- access the Services in order to build a product or service that competes with the Services;
- use the Services to transmit any material that is unlawful, harmful, threatening, defamatory, obscene, or otherwise objectionable;
- introduce any virus, malware, or other harmful code into the Platform or the Company's systems;
- use the Services to send unsolicited commercial communications in violation of applicable law.

The Company reserves the right, without liability, to suspend or terminate the Client's access to the Services if the Client breaches any of the above provisions.

Confidentiality

Each Party undertakes to treat as confidential all information, data, documents, and materials of any nature exchanged or disclosed in connection with the Services ("Confidential Information"), whether disclosed in writing, orally, or by any other means.

Each Party shall:

- use Confidential Information only for the purpose of performing its obligations and exercising its rights under these General Terms;
- not disclose Confidential Information to any third party without the prior written consent of the other Party, except to employees, agents, or subcontractors who need to know such information for the purposes of these General Terms and who are bound by equivalent confidentiality obligations.

These obligations do not apply to information that:

- is or becomes publicly available through no fault of the receiving Party;
- was already known to the receiving Party before disclosure;
- is independently developed by the receiving Party without reference to the Confidential Information;
- is required to be disclosed by law, regulation, or order of a competent authority, provided the receiving Party gives the disclosing Party reasonable advance notice where permitted.

For the avoidance of doubt, all Client Content, including email and calendar data processed through the Inbox service, constitutes Confidential Information of the Client.

These confidentiality obligations shall survive the termination of these General Terms for a period of three (3) years.

Data Protection

Both Parties shall comply with all applicable data protection laws and regulations, including Regulation (EU) 2016/679 (the "GDPR"), in connection with these General Terms.

When the Client uses the Services, the Company may process personal data on behalf of the Client. In such cases, the Client acts as data controller and the Company acts as data processor within the meaning of the GDPR.

The Company's processing of personal data is governed by its Privacy Policy, accessible at www.hubflo.com/privacy-policy.

The Company commits to:

- process personal data only in accordance with the Client's documented instructions and as necessary to provide the Services;
- implement appropriate technical and organizational security measures to protect personal data against unauthorized access, alteration, disclosure, or destruction;
- notify the Client without undue delay upon becoming aware of any personal data breach;
- upon termination of the Services and at the Client's request, delete or return all personal data processed on behalf of the Client, subject to applicable legal retention obligations;
- make available to the Client all information reasonably necessary to demonstrate compliance with data protection obligations.

The Company may engage sub-processors to assist in providing the Services, provided that such sub-processors are bound by data protection obligations at least as protective as those set out in these General Terms.

Additional Services

Maintenance

The Client benefits from maintenance, both corrective and evolutionary, for the duration of the Services. In this context, access to the Platform may be limited or suspended.

Regarding corrective maintenance, the Company makes its best efforts to provide the Client with corrective maintenance to fix any malfunction or bug on the Platform.

Regarding evolutionary maintenance, the Client benefits from evolutionary maintenance for the duration of the Services, which the Company may carry out automatically and without prior notice, and which includes improvements to the Platform's features and/or technical installations used as part of the Platform (aimed at introducing minor or major extensions).

Access to the Platform may also be limited or suspended for planned maintenance reasons.

Onboarding and Technical Support

The Company reserves the right to offer the Client assistance for their onboarding on the Platform.

In case of difficulty encountered while using the Services, the Client can also contact technical support by contacting the Company at the details mentioned in the article "Company Identification" or via the chat available on the platform.

In this regard, the Company may request access to the Account from the Account administrator to carry out checks, tests, and/or configurations. The access authorization request will be made through the chatbot available on the Platform.

All data and information accessible in this context are considered confidential information, and the Company commits to treating them under the conditions provided in the article "Confidentiality" herein.

Company's Financial Conditions

Service Prices

The Services are offered under several forms of Subscriptions. Thus, the Client can choose to subscribe to:

- either the free Subscription (the "Free Subscription");
- or one of the paid Subscription plans (the "Premium Subscriptions").

Each Service (Client Portal and Inbox) has its own Subscription plans and pricing as set out on the Platform.

Upon their first Service subscription, the Client will benefit from a free Premium Subscription accessible for 30 days from the date of registration.

At the end of this 30-day period, the Client can (i) terminate their Premium Subscription and delete their account, (ii) opt for the Free Subscription, or (iii) extend their Premium Subscription.

If the Client has subscribed to a Premium Subscription, the Service prices will be those specified on the Platform at the time of the Premium Subscription subscription.

Limitation of Liability

Disclaimer of Warranties

The Services are provided on an "as is" and "as available" basis. To the maximum extent permitted by applicable law, the Company disclaims all warranties, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

The Company does not warrant that:

- the Services will be uninterrupted, timely, secure, or error-free;
- the results obtained through the Services will be accurate or reliable;
- any defects in the Services will be corrected;
- the Platform will be free from vulnerabilities or malicious code.

Limitation

To the maximum extent permitted by applicable law:

- the Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of business, loss of data, loss of goodwill, or business interruption, arising out of or in connection with the use of or inability to use the Services, however caused and regardless of the theory of liability;
- the Company's total aggregate liability arising out of or in connection with these General Terms or the Services shall not exceed the total amount of Subscription Fees paid by the Client to the Company during the twelve (12) months preceding the event giving rise to the claim.

Specific Limitations for Inbox

Without limiting the above, the Client expressly acknowledges and agrees that:

- the Company is not responsible for any loss, corruption, or unauthorized access to email or calendar data, except to the extent directly caused by the Company's gross negligence;
- the Company is not liable for any damages arising from AI-generated content, including inaccurate draft responses, incorrect labeling, erroneous task creation, or calendar modifications made by the auto-reschedule feature;
- the Company is not liable for any disruption to the Client's email or calendar services resulting from the connection of those services to the Inbox platform;
- the Client is solely responsible for ensuring compliance with all applicable laws regarding the content of emails sent through the Inbox service.

Exclusions

Nothing in these General Terms shall exclude or limit the Company's liability for death or personal injury caused by the Company's negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under applicable law.

Service Termination Terms

The Subscription to each Service can be terminated independently at any time by:

- The Client, by sending a request to the Company at contact@hubflo.com,
- The Company, by sending an email to the Client.

Subscription termination will result in the closure of the Client's account for the relevant Service and any associated access rights. This closure will take effect immediately and no later than 10 days after receipt:

- of the request sent to the Company by the Client, or

- of the email sent by the Company to the Client.

The Client will no longer have access to the terminated Service from the date of account closure.

Data Upon Termination

Client Portal: In case of switching from a Premium Subscription to a Free Subscription, all contacts integrated into the Client's Account will remain accessible, but no additional contacts can be added by the Client. Any account closure under these conditions will be notified to the Client by the Company 7 days before the closure.

Inbox: Upon termination of the Inbox service, the Client may request a copy of their stored data within ten (10) days of the effective termination date. The Company will use commercially reasonable efforts to provide the requested data within thirty (30) days of receiving such request. After the ten-day request window, all stored email and calendar data will be permanently purged from the Company's production systems within thirty (30) days.

Sanctions for Breach

Payment for the Services and the obligations set out in these General Terms are essential obligations.

In case of a breach of these obligations, the Company may:

- suspend or terminate the Client's access to the Services,
- delete any Content related to the breach,
- publish any information message deemed useful by the Company on the Platform,
- send the Client a registered letter with acknowledgment of receipt to:
    - terminate the contractual relationship between the Client and the Company, effective upon receipt or first presentation of the letter, or
    - request the Client to remedy the breach within a maximum of 15 calendar days. Termination will take effect at the end of this period if the breach is not remedied.

Termination will result in the deletion of the Client's Account.

The Company may notify any competent authority, cooperate with it, and provide all useful information for investigating and repressing illegal or illicit activities, and initiate any legal action.

These sanctions are without prejudice to any damages the Company may claim from the Client.

Indemnification

The Client shall defend, indemnify, and hold harmless the Company, its officers, directors, employees, and agents from and against any claims, actions, proceedings, losses, damages, expenses, and costs (including reasonable legal fees) arising out of or in connection with:

- the Client's use of the Services in violation of these General Terms or applicable law;

- any Client Content that infringes or misappropriates the intellectual property rights or other rights of any third party;
- the Client's breach of any representation or obligation under these General Terms;
- for Inbox users: any email communications sent by the Client, including those based on AI-generated drafts.

Modification of the General Terms

The Company may modify its General Terms at any time and will inform the Client by any written means (including email) at least 10 calendar days before their entry into force.

For Clients with a Premium Subscription, the modified General Terms apply upon renewal of the Premium Subscription.

For Clients with a Free Subscription, the modified General Terms apply upon their entry into force.

If the Client does not accept these modifications, they must terminate their Subscription under the article "Service Termination Terms."

If the Client uses the Services after the modified General Terms take effect, the Company considers that the Client has accepted them.

Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under these General Terms if such failure or delay results from circumstances beyond its reasonable control, including but not limited to natural disasters, strikes, government actions, internet or telecommunications failures, or failures of third-party service providers (including email providers and AI service providers).

If the period of delay or non-performance continues for more than sixty (60) days, either Party may terminate these General Terms by giving written notice to the other Party.

Language

In case of contradiction or dispute over the meaning of a term or provision, the French language prevails.

Governing Law and Competent Jurisdictions

The General Terms are governed by French law.

In case of a dispute between the Client and the Company, and in the absence of an amicable agreement within 2 months of the first notification, it will be submitted to the exclusive jurisdiction of the Paris courts (France), except for mandatory provisions to the contrary.

Effective date: 02/01/2026