

Terms and Conditions — FluxeHRa E-Sign only

Edition: E-Sign only **Status:** Template. Review with counsel before use. **Version:** 2.2 — October 2026

These Terms govern subscription to the **E-Sign only** edition of **FluxeHRa**: electronic signature of PDFs (including HR-related contracts) without Full HRIS modules.

Prohibition of health data (binding)

No health data may be processed through any FluxeHRa solution, including the E-Sign only edition and the Full HR edition.

1. Customer shall **not** enter, upload, store, transmit, or otherwise process via the Service any **health data** (*données de santé*), medical records, occupational-health dossiers, clinical content, or other data that would require French **HDS** hosting or equivalent health-data hosting — including inside PDFs sent for signature.
 2. This prohibition applies to **all** FluxeHRa product editions and channels (application UI, APIs, document storage, e-signature envelopes and PDFs, integrations).
 3. FluxeHRa is **not** an HDS-certified host; **HDS certification is not required** for the permitted product scope and is **not** claimed. Standard EU hosting (Supabase Ireland / Vercel Dublin) applies only to non-health processing.
 4. Breach of this prohibition is a **material breach** of these Terms. Provider may suspend or terminate access and require deletion of non-compliant content, without prejudice to other remedies.
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1–3. Parties & account

Customer configures SMTP, Document Senders, templates, consent, and signatories (Org E-sign setup + Org Setup). Full HR menus are not included in this edition (upgrade may be offered separately).

4. Permitted use

Create/send/complete e-signature envelopes; store signed PDFs; download evidence packs — **excluding** any health data as defined above. Native signatures are **eIDAS SES** (optional PAdES-B); AES/QES requires DocuSign or another provider.

4bis. Free trial, quotas & Document Sender seats

1. Self-serve signup may start a **free trial** (platform defaults: **30 days**, up to **5 envelope sends**, **1 Document Sender seat**), overridable by Provider in platform configuration.
2. During trial, sending envelopes and adding Document Senders beyond the configured limits may be refused until Customer upgrades or Provider extends the trial.

3. After trial (or on paid subscription), fees and **Document Sender seat** counts follow the order form / My Account licensed user count (published marketing: per-seat monthly fee billed annually, VAT excluded, unless otherwise agreed).
4. Provider may refuse or terminate abusive signup (disposable/freemail addresses, automated abuse, Turnstile failure).

5–7. Data, security, DPA

Customer is controller for signer and document data and warrants that documents and metadata do **not** include prohibited health data. Processing on behalf of Customer: **DPA — E-Sign only**. Signup / trial registration may process administrator contact and invoicing profile data under Provider's Privacy Policy.

8–18. Commercial & legal boilerplate

Fees per order form; French law; courts of Lyon. Contact: contact@fluxehra.ai.

Company

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