



FlexiForms

Terms and Conditions

Last updated: 18 October 2025

1. Introduction

Welcome to **Flexi Software Limited** (“we”, “our”, or “us”). These Terms and Conditions (“Terms”) govern your access to and use of our website, platform, and related services (collectively, the “Services”).

By accessing or using our Services, you agree to be bound by these Terms. If you do not agree, you may not use our Services.

These Terms apply to both business clients and general users of our website and software.

2. Eligibility and Account Registration

To use our Services, you must:

- Be at least 18 years old;
- Have the authority to enter into a binding agreement on behalf of your organisation (if applicable);
- Provide accurate and complete registration information; and
- Keep your login credentials secure and confidential.

You are responsible for all activities under your account.

3. Licence and Use of Services

We grant you a limited, non-exclusive, non-transferable licence to access and use our Services in accordance with these Terms.

You must not:

- Copy, modify, or distribute any part of the software;
- Reverse-engineer, decompile, or attempt to extract the source code;
- Use the Services for any unlawful or harmful purpose; or
- Share your account or credentials with unauthorised users.

4. Intellectual Property

All intellectual property rights in the software, content, and design of the Services remain the exclusive property of **Flexi Software Limited** or its licensors.



You retain ownership of any data or content you upload, but you grant us a non-exclusive licence to store, process, and display it solely for providing the Services.

5. Subscriptions and Payments

5.1 Plans and Billing

We offer both **monthly** and **annual** subscription plans. Subscription fees are payable in advance and are non-refundable except as required by law.

You authorise us (or our payment processor) to charge your selected payment method on a recurring basis (monthly or annually) until your subscription is cancelled.

5.2 Changes to Fees

We may update our pricing from time to time. Any change will apply from the start of your next billing cycle, and you will be notified at least **30 days in advance**.

5.3 Cancellations and Termination Notice

You may cancel your subscription at any time by providing **one month's written notice** before the end of your current billing cycle.

Access will remain active until the end of the paid period.

We may suspend or terminate your account if you breach these Terms, fail to pay fees, or misuse the Services.

6. Service Availability and Support

We aim to provide reliable and continuous access to our Services but do not guarantee uninterrupted operation. Maintenance, upgrades, or unforeseen technical issues may cause temporary downtime.

Technical support is available via [email/contact form] during business hours (NZDT/AEDT).

7. Data Protection and Privacy

We collect and process personal and business data in accordance with our **Privacy Policy** and the **Privacy Act 2020 (NZ)** and **Privacy Act 1988 (Cth, Australia)**.

By using the Services, you consent to our handling of data as described in the Privacy Policy.

8. Confidentiality

Both parties agree to maintain the confidentiality of proprietary or sensitive information disclosed in connection with the Services. This obligation continues after termination.



9. Limitation of Liability

To the maximum extent permitted by law, **Flexi Forms Limited** will not be liable for:

- Any indirect, incidental, or consequential losses;
- Any loss of data, revenue, or business opportunities; or
- Any damages exceeding the total fees paid by you in the previous 12 months.

10. Warranties Disclaimer

The Services are provided “**as is**” and “**as available**”. We make no warranties, express or implied, about fitness for a particular purpose, reliability, or error-free operation.

11. Termination and Data Retention

Upon termination, your access to the Services will cease. We may retain data for up to [e.g., 90 days] to allow retrieval, after which it will be securely deleted unless required by law.

12. Governing Law

These Terms are governed by and construed in accordance with the laws of **New Zealand** and **Australia**, depending on your place of residence or business.

Any disputes shall be submitted to the **exclusive jurisdiction of the courts of New Zealand** (for NZ users) or the **courts of Australia** (for AU users).

13. Changes to These Terms

We may update these Terms from time to time. Updated versions will be posted on our website, and continued use of the Services constitutes acceptance of the revised Terms.

14. Contact Us

If you have any questions about these Terms, please contact us:

 info@flexiforms.app

 **Flexi Software Limited – 1/22 Cherub Place West Harbour Auckland 0618**