

FlexUp™ License

Published by FlexUp on 10th September 2024

Introduction

The “**FlexUp License**” is a document that outlines the terms and conditions under which Licensed Material developed by FlexUp may be used. There are two types of licenses available: Limited License and Extended License.

The actual contractual agreement, referred to as the “**License**” is automatically created when a Licensee uses the Licensed Material according to the terms set forth in the FlexUp License.

By using the Licensed Material, the Licensee enters into this License, which binds them to the terms specified for either the Limited or Extended Use, depending on the context of their usage.

The FlexUp License is designed to support fair, open source sharing of resources while providing clear guidelines on proper usage.

Article 1. Definitions

Defined Term	Definition
FlexUp	A project owned and developed by Cosys S.C., a non-trading property company ("société civile"), registered in Paris in Trade and Companies Register under number 519 072 417 and whose registered office is located at 10 Rue Saint Paul, 75004 Paris.
FlexUp License	This document outlining the general terms and conditions for use of the Licensed Material.
License	The contractual agreement between FlexUp and a Licensee under which the Licensee may use the Licensed Material.
Licensed Material	All documents, templates, and other materials published by FlexUp, whether on its website (www.flexup.org) or via any other channel, which refer to this FlexUp License.
Adapted Material	Any modified version of the Licensed Material.
CC License	The Creative Commons - Attribution-Share Alike 4.0 International license, which is available at https://creativecommons.org/licenses/by-sa/4.0/deed.en
Licensee	Any person or entity who wishes to use the Licensed Material.
Limited Use	<p>Includes the following uses of the Licensed Material by a Licensee:</p> <ul style="list-style-type: none">– For transactions (i.e., contracts, orders, ...) that the Licensee is a party to.– To structure or manage a single project or business in which the Licensee holds a key position (e.g., owner, director, majority shareholder, or employee).– For personal educational purposes, such as learning about the FlexUp economic model.– For internal use within a single organization or company where the Licensee is employed. <p>Examples of Limited Use include:</p> <ul style="list-style-type: none">– A small business owner drafting his own contracts.

	<ul style="list-style-type: none"> – A project manager structuring a single project under their supervision. – An employee drafting contract contracts for its employer.
Extended Use	<p>Any use of the Licensed Material beyond Limited Use, such as for example, but not limited to:</p> <ul style="list-style-type: none"> – Providing professional services to third parties, such as: <ul style="list-style-type: none"> – Advising individuals or organizations on starting or managing their business or projects with the FlexUp economic model – Consulting on implementation of the FlexUp model in existing businesses – Offering training or workshops on the FlexUp economic model – Structuring or managing multiple projects, such as: <ul style="list-style-type: none"> – Investment fund management – Holding company operations – Incubator or accelerator programs – Franchise operations – Real estate portfolio management – Academic or research purposes beyond personal education, such as: <ul style="list-style-type: none"> – Including the Licensed Material in course curricula – Publishing research papers or books that extensively use or analyse the Licensed Material – Developing software or other tools based on the Licensed Material – Translating the Licensed Material into other languages for distribution – Using the Licensed Material as a basis for creating and distributing templates or guides – Incorporating the Licensed Material into a larger work or compilation for commercial purposes

Article 2. Ownership and Applicability

- 2.1. This License applies to all Licensed Material, which remains the property of FlexUp.
- 2.2. FlexUp grants the Licensee permission to use the Licensed Material under the terms of the CC License and this FlexUp License.
- 2.3. In the case of conflict, the terms of this FlexUp License supersede those of the CC License.

Article 3. Grant of License

The License comes in two forms, depending on the intended use of the Licensed Material:

- 3.1. The “**Limited Licence**” grants the Licensee permission to use the Licensed Material for Limited Use only.
 - a. The Limited Licence is automatically formed when a Licensee uses the Licensed Material
 - b. The Limited Licence is free and does not require any additional permissions from FlexUp.
- 3.2. The “**Extended Licence**” is required to use the Licensed Material for Extended Use.
 - a. The Extended Licence requires prior approval from FlexUp and may be subject to additional terms, conditions, and fees.
 - b. Licensees must contact FlexUp (via www.flexup.org) to request an Extended License before engaging in any Extended Use.

- c. Use of the Licensed Material for Extended Use without obtaining the necessary extension is prohibited and constitutes a breach of this license.

Article 4. Open Source Principles and Obligations

This License operates based on principles of fair and collaborative open-source development, including:

- 4.1. **Distribution:** Licensees may distribute the Licensed Material (including any Adapted Material) free of charge under the same terms outlined in this FlexUp License.
- 4.2. **Attribution:** Licensees must attribute FlexUp as the source of the Licensed Material.
- 4.3. **Modifications:** If Adapted Material is created, Licensees must provide clear indications of the changes made to the original Licensed Material.
- 4.4. **Feedback:** Licensees should notify FlexUp of any modifications that can reasonably be considered an improvement to the Licensed Material. FlexUp may incorporate such improvements into future versions, publicly acknowledging the contributor when authorized.

Article 5. Trademarks

- 5.1. The FlexUp name and logo are protected by trademark.
- 5.2. Licensees may use the FlexUp name and logo to indicate they are users or supporters of FlexUp but may not use them in any way that suggests they represent FlexUp.
- 5.3. For Extended Use, the FlexUp name or logo may only be used after obtaining an Extended License.

Article 6. Disclaimers and Limitations

By using the Licensed Material, the Licensees acknowledge the following:

- 6.1. FlexUp is not a law firm and does not provide legal services or legal advice.
- 6.2. Use of the Licensed Material does not create any legal relationship, such as a lawyer-client or fiduciary relationship.
- 6.3. The Licensed Material is provided on an "as-is" basis without any warranties. The use of the Licensed Material is entirely at the user's own risk.
- 6.4. FlexUp makes no warranty as to the conformity of the Licensed Material with local laws and regulations.
- 6.5. FlexUp denies, to the fullest extent possible, all liability for damages resulting from the use of the Licensed Material.
- 6.6. FlexUp recommends Licensees to seek professional legal advice before using the Licensed Material in any context that may have legal implications.

Article 7. Updates and Revisions

- 7.1. FlexUp reserves the right to modify the FlexUp License at any time and to publish new versions. Licensees are encouraged to check for updates regularly.
- 7.2. The updated version of the FlexUp License will automatically apply to this License 30 days after publication, unless otherwise specified.
- 7.3. Licensee may subscribe to the FlexUp newsletter to be informed of any updates to the FlexUp License.

Article 8. Termination

- 8.1. **Termination by FlexUp:** FlexUp reserves the right to terminate this License immediately and without prior notice if the Licensee:
- a. Breaches any term of this License, such as:
 - i. Using the Licensed Material for Extended Use without obtaining the Extended License
 - ii. Failing to provide proper attribution as required by this License
 - iii. Distributing the Licensed Material or Adapted Material in violation of the terms of this License
 - b. Infringes upon or misuses FlexUp's intellectual property rights, including trademarks and copyrights
 - c. Engages in any activity that, in FlexUp's sole discretion, may damage FlexUp's reputation or the integrity of the Licensed Material
 - d. Becomes insolvent, files for bankruptcy, or ceases business operations
 - e. Is found to be using the Licensed Material for any illegal, unethical, or harmful purposes
- 8.2. **Effect of Termination:** Upon termination of this License:
- a. The Licensee must immediately cease all use of the Licensed Material.
 - b. The Licensee must destroy all copies of the Licensed Material in their possession or control, with the exception of contracts or transaction documents that have already been created (and if applicable signed) using the Licensed Material and which they are a party to.
 - c. Any rights granted to the Licensee under this License shall immediately terminate.
 - d. The Licensee must, upon request from FlexUp, certify in writing that they have complied with the obligations in this section.
- 8.3. **Survival:** The following Articles of this License shall survive any termination:
- a. Article 5 (Trademarks)
 - b. Article 6 (Disclaimers and Limitations)
 - c. Any other provisions which, by their nature, should survive termination
- 8.4. **Reinstatement:** FlexUp, at its sole discretion, may reinstate the License if the Licensee remedies any breach to FlexUp's satisfaction. Any reinstatement may be subject to additional terms and conditions as specified by FlexUp.
- 8.5. **No Refund:** In the event of termination, FlexUp shall not be obligated to refund any fees paid by the Licensee for Extended Use or any other services.
- 8.6. **Reservation of Rights:** FlexUp reserves the right to pursue any additional legal remedies in the event of a breach of this License.

Article 9. Miscellaneous

- 9.1. By using the Licensed Material, Licensees acknowledge that they have read this FlexUp License, understand it, and agree to be bound by its terms and conditions.
- 9.2. **Entire Agreement:** This license constitutes the entire agreement between FlexUp and the Licensee regarding the use of the Licensed Material.
- 9.3. **Severability:** If any provision of this license is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.
- 9.4. **Jurisdiction:** This license shall be governed by and construed in accordance with the laws of France, without regard to its conflict of law provisions. Any legal action or proceeding arising under this license

shall be brought exclusively in the courts located in Paris, France, and the parties hereby consent to personal jurisdiction and venue therein.

- 9.5. **Contact Information:** For further inquiries or to request a Professional Use License, please contact FlexUp via the official website: www.flexup.org