

Terms & Conditions

The Terms and Conditions were last updated on 2023-08-18

***Important:** Please note sections 17 of these Terms which include important information regarding Personal Information you provide to us or receive from us. Please also note section 29, which contains jurisdiction provisions that impact certain rights you might otherwise have regarding disputes.*

1. Introduction

These Terms and Conditions apply to this website and to the transactions related to our products and services. You may be bound by additional contracts related to your relationship with us or any products or services that you receive from us. If any provisions of the additional contracts conflict with any provisions of these Terms, the provisions of these additional contracts will control and prevail.

2. Binding

By registering with, accessing, or otherwise using this website, you hereby agree to be bound by these Terms and Conditions set forth below. The mere use of this website implies the knowledge and acceptance of these Terms and Conditions. In some particular cases, we can also ask you to explicitly agree.

3. Electronic communication

By using this website or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on our website or by sending an email to you, and you agree that all agreements, notices, disclosures, and other communications that we provide

to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing.

4. Intellectual property

4.1 All the rights are reserved. We or our licensors own and control all of the copyright and other intellectual property rights in the website and the data, information, and other resources displayed by or accessible within the website. Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

4.2 Idea submission. Do not submit any ideas, inventions, works of authorship, or other information that can be considered your own intellectual property that you would like to present to us unless we have first signed an agreement regarding the intellectual property or a non-disclosure agreement. If you disclose it to us absent such written agreement, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

4.3 Your feedback. If you give feedback (e.g., recommendations for improvements or features) on the website, such feedback will be deemed non-confidential and non-proprietary. The implementation of that feedback will be owned by us and may become part of our website or services without compensation to you. We reserve all rights in and to the website unless we expressly state otherwise.

5. Newsletter

Notwithstanding the foregoing, you may forward our newsletter in the electronic form to others who may be interested in visiting our website.

6. Third-party property

6.1 Hyperlinks or other reference. Our website may include hyperlinks or other references to other party's websites. We do not monitor or review the content of other party's websites which are linked to from this website. Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us.

6.2 Non-responsibility. We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

7. Responsible use

7.1 Proper purposes. By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines.

7.2 Prohibited acts. You must not use our website or services to use, publish or distribute any material which consists of (or is linked to) malicious computer software; sell, rent, or sub-license material from our website; remove or modify any copyright, trademark, legal notices, or other proprietary notations from any content available on our website; use data collected from our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website. Engaging in any activity that causes, or may cause,

damage to the website or that interferes with the performance, availability, or accessibility of the website is strictly prohibited.

8. Payment and taxes

8.1 Payment. You agree to pay us the applicable fees based on the timetable set forth in our agreement or order. We may increase or otherwise change the fees at the end of any term set forth in our agreement or order.,in our sole discretion, by providing you with written notice (which may be by email or another conspicuous method).

8.2 Taxes. You are responsible for all taxes (including without limitation sales and use taxes) associated with your use of the services other than taxes based on our net income. Unless you provide us with a valid tax exemption certificate, direct pay permit, or multi-state use certificate, any tax we believe applies will be set forth on the invoice to you and you shall pay as provided in such invoice.

9. Registration and account security

9.1 Registration and account information. We may provide the services through paid or trial accounts, such as by offering an annual subscription of Services Package, or through customized provision of services and payment terms (as further set forth under a separate agreement). You will need to set up an account in order to access the services. The account information you provide must be your own and accurate. We may contact you or deliver notice to you so you must keep your contact information up to date.

9.2 Account security. You may register for an account with our website. During this process, you may be required to choose a password. You are responsible for maintaining the confidentiality of passwords and account information and agree not to share your passwords, account information, or secured access to our website or services with any other person. You must not allow any other person to use your account to access the website because you are responsible for all activities that occur through the use of your passwords or accounts. You must notify us immediately if you

become aware of any disclosure of your password or any security incidents occur. You shall ensure that only your employees or services providers, or others who have been expressly authorized by you shall use or otherwise access the services. We highly suggest you that all terminated employees or other users have their access revoked to the services within 24 hours of termination.

9.3 Prevention of abuse. After account termination, you shall not attempt to register a new account without our permission.

10. Trial

10.1 Trial Offer Enrollment. Every account has one chance of Trial Offer. If you choose to sign up for a trial offer with FlashIntel, you agree to submit your credit card information and select at least one FlashIntel Services Package as part of the enrollment process. This is a mandatory step to access the benefits of our trial offer. Your credit card will not be charged until the completion of the trial period, allowing you to experience our services without immediate cost.

10.2 Transition to Paid Subscription. Upon the completion of the trial period, your subscription will automatically transition to the paid version of subscription plan of FlashIntel Services Package you selected at the trial enrollment. **It is important to be aware that this transition is automatic, and your credit card will be charged in accordance with the specific cost and billing cycle of the subscription plan. You can only cancel the subscription on the last day of trial period.**

11. Commitment Period and Cancellation

11.1 Commitment Period. By subscribing to any FlashIntel services, including those initiated through a trial offer, you commit to the full duration of the billing cycle, which typically spans one year. **It is important to understand that during this period, the subscription cannot be cancelled.** This commitment allows us to ensure the provision of uninterrupted, high-quality services tailored to your needs.

11.2 Cancellation. If you no longer wish to continue with our services, you must make the cancellation requests through your account settings before the billing cycle ends. And the cancellation will become effective at the end of the current billing period.

12. Credits

12.1 Obtaining credits. You may obtain credits with the Services Package or by making additional purchases. All credits obtained by you are subject to the rules and restrictions hereunder.

12.2 Non-transferable. All credits, no matter how you obtain them, may not be resold or transferred. Also you shall not purchase credits except directly from us.

12.3 Expiration of credits. Credits have an expiration date. For paid accounts with an annual subscription of Services Package, credits expire at the end of your Services Package period. For paid accounts with, customized provision of services, the validity period of the credits is the same as the account. **Please do not purchase credits if you are not able to use them prior to their expiration date, as no refunds or extensions will be given.**

13. Fair use policy

We offer unlimited plans for all paid accounts. Our unlimited plans operate under a fair use policy in order to prevent potential abuse. For paid account, we have implemented a credit limit of of 1 million per account per year, unless a different credit limit is specified in your agreement.

14. Beta services

We may offer you access to Beta Services from time to time, which are optional for you to use. The Beta Services may contain bugs, errors, defects, or harmful components. Beta Services may be subject to additional terms which may supplement, but not supersede the terms of these Terms

and Conditions. We may terminate access to Beta Services or discontinue Beta Services at any time without notice at any time in our sole discretion. **By using the beta services, you hereby agree that flashintel shall have no liability whatsoever for any damage or harm arising from or related to beta services.**

15. Termination of use

We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the website or any services thereon. You agree that we will not be liable to you or any third party for any such modification, suspension or discontinuance of your access to, or use of, the website or any content that you may have shared on the website. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any Content you have contributed or have come to rely on, are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

16. Warranties and liability

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This website and all content on the website are provided on an “as is” and “as available” basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the Content. We make no warranty that:

- this website or our content will meet your requirements;
- this website will be available on an uninterrupted, timely, secure, or error-free basis.

Nothing on this website constitutes or is meant to constitute, legal, financial or medical advice of any kind. If you require advice you should consult an appropriate professional.

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful

or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, arising from your access to, or use of, our website.

Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the website or any products and services marketed or sold through the website, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to 100 SGD. Such limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

17. Privacy

To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date.

We have developed a policy to address any privacy concerns you may have. For more information, please see our [Privacy Statement](#) and our [Cookie Policy](#).

18. Accessibility

We are committed to making the content we provide accessible to individuals with disabilities. If you have a disability and are unable to access any portion of our website due to your disability, we ask you to give us a notice including a detailed description of the issue you encountered. If the issue is readily identifiable and resolvable in accordance with industry-standard information technology tools and techniques we will promptly resolve it.

19. Export restrictions / Legal compliance

Access to the website from territories or countries where the Content or purchase of the products or services sold on the website is illegal is prohibited. You may not use this website in violation of export laws and regulations of Singapore.

20. Affiliate marketing

Through this Website we may engage in affiliate marketing whereby we receive a percentage of or a commission on the sale of services or products on or through this website. We may also accept sponsorships or other forms of advertising compensation from businesses. This disclosure is intended to comply with legal requirements on marketing and advertising which may apply, such as the US Federal Trade Commission Rules.

21. Assignment

We may freely transfer or assign any portion of our rights or delegate our obligations under these Terms and Conditions. You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms and Conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

22. Monitoring and breach

20.1 We, or services providers working with us, may monitor the services for any legitimate business purpose, including to monitor compliance with these Terms and Conditions or evaluate how the services are being accessed and used. We will be the sole and final arbiter as to whether the services are being misused or these Terms and Conditions are being breached.

20.2 Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website,

contacting your internet services provider to request that they block your access to the website, and/or seek civil, criminal or injunctive relief against you, at our sole discretion.

23. Force majeure

Except for obligations to pay money hereunder, no delay, failure or omission by either party to carry out or observe any of its obligations hereunder will be deemed to be a breach of these Terms and Conditions if and for as long as such delay, failure or omission arises from any cause beyond the reasonable control of that party.

24. Indemnification

You agree to indemnify, defend and hold us harmless, from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms and Conditions, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

25. Waiver

Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

26. Language

These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

27. Entire agreement

These Terms and Conditions, together with our [privacy statement](#) and [cookie policy](#), constitute the entire agreement between you and FlashCloud Intelligence Asia Pte. Ltd. in relation to your use of this website.

28. Updating of these Terms and Conditions

We may update these Terms and Conditions from time to time. It is your obligation to periodically check these Terms and Conditions for changes or updates. The date provided at the beginning of these Terms and Conditions is the latest revision date. Changes to these Terms and Conditions will become effective upon such changes being posted to this website. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions.

29. Choice of Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of Singapore. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of Singapore. If any part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the [intent](#) of these Terms and Conditions. The other provisions will not be affected.

30. Contact information

This website is owned and operated by FlashCloud Intelligence Asia Pte. Ltd.

You may contact us regarding these Terms and Conditions by telephone, on the contact number published on our website.

31. Download

You can also [download](#) our Terms and Conditions as a PDF.