

Terms of Service

Effective May 22, 2026 · [Privacy Policy](#) → · legal@invup.me

These Terms of Service ("Terms") govern your use of invup. By signing up or using invup, you agree to these Terms.

invup is operated by **INVUP INC.**, an Ontario, Canada corporation ("invup," "we," "us," "our"). When you create an account, you and INVUP INC. are entering into an agreement on these Terms.

1. Your account

You need an account to use invup. You can create one yourself, or someone at your organization can invite you. To create one:

- You must be at least the age of majority in your jurisdiction.
- You must give us accurate information and keep it current.
- You are responsible for what happens under your account — keep your password safe and don't share it.

If you sign up on behalf of an organization, you confirm you have the authority to bind that organization to these Terms. In that case, "you" in these Terms means both you personally and that organization.

2. Who owns what

- **Your data is yours.** Anything you put into invup — your time entries, your projects, your clients, your invoices, your logos and files — remains your property. You give us only the limited rights we need to host and operate the product for you, and to provide it to other users you authorize (for example, your team and your clients via the client portal).
- **Our service is ours.** invup, including the website, the product, our brand, and our underlying technology, remains the property of INVUP INC. and our licensors. We grant you a limited, non-exclusive, non-transferable right to use invup during the term of these Terms.

3. The plans and how billing works

invup offers a Free plan and a Pro plan. Plan limits and prices are described at invup.me/pricing and may change; the version that applies to you is the one in effect when each billing cycle starts.

- **Free plan** — no charge. Subject to the per-month limits described at the pricing page (today: one member, 30 time entries per month, 20 form submissions per month). Records older than 30 days are hidden in-product and purged after 189 days.
- **Pro plan** — paid monthly. A base fee plus a fee per seat, plus any add-ons you enable. Some Pro features have included quantities with per-unit overage fees, also billed monthly in arrears.

Payment. Subscription fees are charged automatically each month using the payment method on file. If a charge fails, we'll retry up to three times on a back-off schedule. If all retries fail, your subscription becomes past-due and we may suspend access until the balance is paid.

No refunds. Subscription fees are non-refundable, including for partial months. If you cancel mid-cycle, you keep access through the end of the cycle you've paid for.

Proration. If you add seats or activate an add-on mid-cycle, we prorate the charge to the remaining days in the cycle. If you remove seats or downgrade mid-cycle, the change takes effect at the end of the cycle; you keep the higher tier until then. Any overage usage accrued during the cycle is billed as a final invoice at period end.

Taxes. Today, invup does not collect sales tax or other transaction taxes on its fees. You are responsible for any tax you owe to your jurisdiction on your subscription. If we are required to collect tax in the future, we will add it to your invoice and update these Terms.

Cancellation. You can cancel at any time from within the product. Cancellation is immediate: non-owner members are deactivated, add-ons are cancelled, and any recurring invoices you have scheduled are paused. Your data is kept for 30 days so you can change your mind. After that, it's deleted or de-identified, except for records we must keep for tax, accounting, or legal reasons.

Changes to fees. We may change plan prices or limits. If we do, we'll give you at least 30 days' notice by email or in-product before the change applies to your subscription. Continued use after the notice period is acceptance of the new price; if you don't accept, you can cancel before the change takes effect.

4. Payments your clients make to you

When your client pays an invoice through the invup client portal, Stripe processes that payment. **You are the merchant of record** for invoices your clients pay you. Stripe's terms apply to that transaction and the funds settle to your Stripe account, not ours. We process only the metadata — payment status, amount, intent ID — needed to reconcile the invoice in your invup account.

We don't see or store your clients' card details. Stripe does.

5. Acceptable use

When you use invup, you agree not to:

- Break the law, or use invup to break the law.
- Use invup to send spam, phishing, or other unwanted communications.
- Use invup to invoice for goods or services that violate Stripe's restricted-business list, that defraud anyone, or that we reasonably consider abusive.
- Try to break, probe, or interfere with invup, including by reverse-engineering, scraping at scale, or attacking our infrastructure.
- Use invup to store or process the kinds of sensitive data we don't accept — government IDs, health information, biometric data, children's data, or full card numbers.
- Resell, sublicense, or white-label invup without our written agreement.

If we believe you are violating these rules, we may suspend or terminate your account. For severe abuse — fraud, security attacks, illegal use — we may do so immediately and without notice. For less severe issues we'll usually contact you first.

6. Third-party services

invup connects to third-party services — Stripe for payments, Slack for the Slack integration, Postmark for email, and the infrastructure providers listed in our Privacy Policy. When you connect or use those services, their terms and privacy policies apply to your use of them. We're not responsible for the third-party service itself, but we are responsible for the data we hand to them on your behalf.

7. Suspension and termination

We may suspend or terminate your account if:

- Your payment fails and remains unpaid after the retry schedule above.
- You materially breach these Terms and don't fix it within a reasonable time after we ask you to.
- We're required to by law, or your continued use poses a security or legal risk.

You may terminate at any time by cancelling your account.

After termination, you can export your data for 30 days. After that, we'll delete or de-identify it, subject to the retention exceptions in our Privacy Policy.

8. Service availability

We work hard to keep invup running, but we don't promise uninterrupted service. We don't offer a service-level agreement on the Free plan, and Pro does not include a financial SLA today. We may schedule maintenance, ship updates, change features, and occasionally have downtime. We'll give reasonable notice for planned maintenance when we can.

9. Confidentiality

If we share non-public information with each other in connection with using or supporting invup — for example, in a support conversation about a bug — both sides agree to keep it confidential and to use it only for the purpose it was shared. This doesn't override what's already in our Privacy Policy.

10. Disclaimers

invup is provided "as is" and "as available." To the maximum extent permitted by law, we disclaim all warranties not expressly given in these Terms, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We don't warrant that invup will be uninterrupted, error-free, or that all defects will be corrected.

Some jurisdictions don't allow the exclusion of certain warranties. To that extent, the exclusions in this section may not apply to you, and you may have additional rights under your local law.

11. Limit of liability

To the maximum extent permitted by law:

- Neither party is liable to the other for any indirect, incidental, special, consequential, punitive, or exemplary damages, or for lost profits, lost revenue, lost data, or loss of goodwill, even if advised of the possibility.
- Each party's total aggregate liability arising out of or relating to these Terms or invup is limited to the amount you have paid us in the **twelve months** preceding the event giving rise to the liability. If you are on the Free plan and have not paid us anything, that amount is **CAD \$100**.

These limits do not apply to: (a) your obligation to pay fees owed; (b) a party's gross negligence, fraud, or willful misconduct; or (c) any liability that cannot be limited under applicable law.

12. Indemnity

You will defend, indemnify, and hold invup harmless from any third-party claim arising from your use of invup in violation of these Terms, your violation of law, or your client data (including a client claim that you should not have entered their information into invup). We will do the same for you for any third-party claim that invup itself, used as intended and in compliance with these Terms, infringes that third party's intellectual-property rights.

13. Governing law and venue

These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario, without regard to conflict-of-laws principles. The courts located in Toronto, Ontario have exclusive jurisdiction over any dispute arising out of these Terms, and you and invup each consent to that jurisdiction and venue.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

14. Changes to these Terms

We may update these Terms. When we do, we'll update the **Effective** date and post the new version at invup.me/terms. For material changes, we'll give at least 30 days' notice by email or in-product. Continued use after the notice period is acceptance of the new Terms. If you don't accept, you can cancel before they take effect.

15. Miscellaneous

- **Entire agreement.** These Terms, together with the Privacy Policy and any document we expressly incorporate, are the entire agreement between you and invup on this subject.
- **No waiver.** If we don't enforce a right under these Terms, that's not a waiver of it.
- **Severability.** If any part of these Terms is unenforceable, the rest still applies.

- **Assignment.** You can't assign these Terms without our written consent. We may assign them in connection with a merger, acquisition, or sale of substantially all our assets, on notice to you.
- **Language.** These Terms are available in English and French (fr-CA). The English and French versions are equally authoritative. *Les parties confirment leur volonté que la présente convention soit rédigée en anglais et en français, les deux versions faisant également foi.*

Contact

INVUP INC. Attn: Legal Email: legal@invup.me

Version history

EFFECTIVE	WHAT CHANGED
May 22, 2026	Initial version.