

GENERAL TERMS AND CONDITIONS OF SALE



Connection to and browsing of the Site by the User implies full and unreserved acceptance of these general terms and conditions of sale.

A. WEB SUPPORT BY PHONE OR ONLINE CHAT BY A TECHNICAL EXPERT

Article 1: purpose

The following articles detail the rights and obligations of **EuropeSoftwares** with regard to its expert web support service.

Any service provided by **EuropeSoftwares** on behalf of a customer therefore implies that the customer has read these terms and conditions of sale and that he or she adheres unreservedly to these same conditions. The customer thus waives any application of any general terms and conditions of purchase.

The service consists of web support by phone or online chat (if **EuropeSoftwares** does not have a person who speaks the language) on a given software. **EuropeSoftwares** makes every effort to solve the user's problems. Only this problem must concern the **EuropeSoftwares** software. Other issues, such as those from third-party software or the operating system, for example, are not included in this support.

Article 2: Prices

Any service ordered by a customer from **EuropeSoftwares** is due by the same customer, including in the event of cancellation by the customer before the performance of the service.

Article 3: terms of payment

Payment for services is made before any service is provided. Payment is made: either by cheque, by credit card or by direct debit. No cash shipments by post will be accepted.

Article 4: force majeure

EuropeSoftwares cannot be held liable if the non-performance, or delay in the performance, of the service ordered or of one of the obligations described in these terms and conditions of sale results from a case of force majeure. As such, force majeure is understood to mean any external, unforeseeable and irresistible event within the meaning of Article 1148 of the French Civil Code. Thus, **EuropeSoftwares** is not liable, in particular in the event of an accident, server error, computer breakdown, or in the event of total or partial strikes of any kind hindering the smooth running of EuropeSoftwares' activities, such as strikes in transport, postal services, energy suppliers, telecommunications, etc. The occurrence of a case of force majeure has the effect of suspending the performance by **EuropeSoftwares** of the contractual obligations of the order or of these terms and conditions of sale.

Article 5: Material jurisdiction

Any dispute relating to the interpretation and execution of these terms and conditions of sale is subject to French law. In the absence of an amicable resolution, the dispute will be brought before the Commercial Court of Strasbourg (FRANCE) – except in the case of a dispute with a private individual, in which case the dispute will be brought before the civil court or the commercial court depending on the origin of the dispute.

Warning: An appointment cancelled 48 hours in advance may be rescheduled to a later date. Any appointment not cancelled 48 hours in advance will be duly charged.

B. Advertising space

Article 1: purpose

The articles described below detail the rights and obligations of **EuropeSoftwares** with regard to its advertising services.

Any service provided by **EuropeSoftwares** on behalf of a customer therefore implies that the customer has read these terms and conditions of sale and that he or she adheres unreservedly to these same conditions. The customer thus waives any application of any general terms and conditions of purchase.

The service consists of the rental of advertising space. **EuropeSoftwares** is doing everything possible to increase the number of displays of its advertising space, but is unable to guarantee minimum quotas in terms of the number of displays per week. You have an interface to see how your ad space is performing.

The different advertising spaces are:

- a. A 1/4 Page or 2/4 Page or 4/4 Page in an installer of one of our products
- b. A link in some footers
- c. A small image illustrated on some pages (forum, AI & international translation, tutorials, ...)
- d. A link to a forum article
- e. A custom page on the DVD-ROM (6000c)
- f. Your software distributed with our software on the DVD-ROM
- g. Your logo visible in our product asp.net SportWebsite [Sponsors]
- h. A link from your website in the page [accessmyweb.aspx]
- i. A post on our social network page Facebook - X/Twitter - Instagram
- j. An article in our free monthly newsletter (6000c)
- k. A link in our free monthly newsletter

Article 2: Prices

Any service ordered by a customer from **EuropeSoftwares** is due by the same customer, including in the event of cancellation by the customer before the performance of the service. The minimum period for booking advertising space is 5 weeks.

Article 3: terms of payment

Payment for services is made before any service is provided. Payment is made: either by cheque, by credit card or by direct debit. No cash shipments by post will be accepted.

Article 4: force majeure

EuropeSoftwares cannot be held liable if the non-performance, or delay in the performance, of the service ordered or of one of the obligations described in these terms and conditions of sale results from a case of force majeure. As such, force majeure is understood to mean any external, unforeseeable and irresistible event within the meaning of Article 1148 of the French Civil Code. Thus, **EuropeSoftwares** is not liable, in

particular in the event of an accident, server error, computer breakdown, or in the event of total or partial strikes of any kind hindering the smooth running of EuropeSoftwares' activities, such as strikes in transport, postal services, energy suppliers, telecommunications, etc. The occurrence of a case of force majeure has the effect of suspending the performance by **EuropeSoftwares** of the contractual obligations of the order or of these terms and conditions of sale.

Article 5: Material jurisdiction

Any dispute relating to the interpretation and execution of these terms and conditions of sale is subject to French law. In the absence of an amicable resolution, the dispute will be brought before the Commercial Court of Strasbourg (FRANCE) – except in the case of a dispute with a private individual, in which case the dispute will be brought before the civil court or the commercial court depending on the origin of the dispute.

Warning: Any non-compliant advertising space will be removed immediately and the amounts paid will not be refunded.

C. Sending a DVD Rom by Mail

Article 1: purpose

The articles described below detail the rights and obligations of **EuropeSoftwares** with regard to its service of sending CDs by post.

Any service provided by **EuropeSoftwares** on behalf of a customer therefore implies that the customer has read these terms and conditions of sale and that he or she adheres unreservedly to these same conditions. The customer thus waives any application of any general terms and conditions of purchase.

The service consists of sending by post with tracking the latest versions of all the software as well as bonuses, burned on a CD, from the company **EuropeSoftwares**. **EuropeSoftwares** always tries to reduce its processing and delivery times as quickly as possible, but is dependent on international postal agencies, and is therefore unable to guarantee and commit to short lead times for international deliveries.

Article 2: Prices

Any service ordered by a customer from **EuropeSoftwares** is due by the same customer, including in the event of cancellation by the customer before the performance of the service.

Article 3: terms of payment

Payment for services is made before any service is provided. Payment is made: either by cheque, by credit card or by direct debit. No cash shipments by post will be accepted.

Article 4: force majeure

EuropeSoftwares cannot be held liable if the non-performance, or delay in the performance, of the service ordered or of one of the obligations described in these terms and conditions of sale results from a case of force majeure. As such, force majeure means any external, unforeseeable and irresistible event within the meaning of Article 1148 of the Civil Code.

Thus, **EuropeSoftwares** is not liable, in particular in the event of an accident, server error, computer breakdown, as well as in the event of total or partial strikes of any kind hindering the smooth running of **EuropeSoftwares**' activities, such as strikes in transport, postal services, energy suppliers, telecommunications, etc. The occurrence of a case of force majeure has the effect of suspending the performance by **EuropeSoftwares** of the contractual obligations of the order or of these terms and conditions of sale.

Article 5: Material jurisdiction

Any dispute relating to the interpretation and execution of these terms and conditions of sale is subject to French law. In the absence of an amicable resolution, the dispute will be brought before the Commercial Court of Strasbourg (FRANCE) – except in the case of a dispute with a private individual, in which case the dispute will be brought before the civil court or the commercial court depending on the origin of the dispute.

Disclaimer: EuropeSoftwares cannot be held responsible for any delay in delivery by the postal service which is beyond its control and competence.

D. Software downloads

- Freeware

You have a complete software that is free for an unlimited period of time and you are free to distribute it.

- Shareware (30-day trial)

You have a complete software for a limited trial period: it is not a demo version restricting certain essential functions such as adding, modifying or deleting data... or fictitious management of your data: You are offered to test the software during a 30-day trial period: Indeed, this software is not free and is distributed in the form of shareware. If you are satisfied with it after your trial, you must pay for the requested user license.

- Demonstration

You have a complete software for an unlimited trial period: it is a demo version restricting certain essential functions such as adding, modifying or deleting data... or fictitious management of your data: You are offered to test the software for free online. If you are satisfied with it after your trial, you must pay for the requested user license.

You will receive your license (activation code) directly after purchasing online.

License Agreement

By electronically validating this License, you agree to all of the terms and conditions set forth below. In no event does this license constitute a sale of the Software or a copy thereof. You agree to abide by the terms of this License. If you do not agree with the terms of this License, you must not electronically validate it and therefore do not install the software on your computer.

Article 1

has. The User refers to the person (natural or legal) who has installed the software on his or her computer

b. The Publisher/Author refers to **EuropeSoftwares**.

c. This license does not constitute a sale of the Software or a copy thereof.

Article 2

You are granted a non-exclusive, non-transferable license to use the Software for an unlimited period of time, except for the licenses for software sold on a fixed-price basis, which are renewable for a fixed period.

Article 3

It is strictly forbidden:

- has. Modify or attempt to modify the Software in whole or in part,
- b. Disassemble or attempt to disassemble the software,
- c. Decompile or reconstitute the software,
- d. Remove or attempt to remove any copyright notices contained in the software,
- e. To rent the software,

IF YOU PERFORM ANY OF THE OPERATIONS LISTED IN ARTICLE 3 ABOVE, YOUR RIGHTS OF USE ARE AUTOMATICALLY TERMINATED. THIS TERMINATION IS IN ADDITION TO THE CRIMINAL, CIVIL OR OTHER REMEDIES THAT THE PUBLISHER/AUTHOR MAY INVOKE.

Article 4

The Publisher/Author alone reserves the right to intervene on the software, to correct it, adapt it and/or make any evolution.

Article 5

It is reminded that this software is used under your sole responsibility and control. The Publisher/Author does not warrant that the functions contained in this software and that they will meet your requirements or that the operation of the software will be uninterrupted or error-free.

Article 6

The Publisher/Author shall not be liable under any circumstances for any damages whatsoever (including, but not limited to, direct or indirect damages caused by loss of business profits, business interruption, loss of commercial information or any other pecuniary loss) resulting from the use or inability to use the software. The Publisher/Author reminds you that for any computer system, it is strongly recommended to perform a daily, weekly and monthly backup in order to preserve the integrity of the data.

Article 7

The Software is provided and licensed 'AS IS', without warranty of any kind, either express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. The results or performance of the software are entirely assumed by the user.

Article 8

The Publisher/Author may revoke this license at any time by notifying the user of the software. The user may terminate the license to use by destroying or erasing any copies of the software.

Article 9

The Software is protected by regulations and international treaties on Publisher/Author rights. The Publisher/Author or any successors in title is the sole owner of all intellectual property rights on the software. The user is entitled to the use rights listed in this License only, to the exclusion of all others. The user must therefore treat the software like any other product protected by the Publisher/Author's right (a book or a video cassette for example).

Article 10

The user, as the licensee, owns the media on which the software is recorded or installed, but the Publisher/Author nevertheless owns the software recorded on the original medium and all copies thereof, regardless of the form in which or the medium on which the original and other copies may be recorded.

Article 11

This License shall automatically terminate upon failure to comply with the terms of this License. In this case, the user undertakes to immediately destroy the software, as well as any backup copy that may have been made.

Article 12

ENTERPRISE licenses are sold **in large volumes**. These licenses, as the name suggests, are intended for **companies or organizations**. The buyer has a **12-month commitment obligation** and during this period technical **support is fully included and unlimited**. The ENTERPRISE license can be permanently and unilaterally suspended in the event of non-compliance with the license allocation, such as **illegal resale by the unit**, for example.

The buyer benefits from a **preferential and decreasing rate up to 1200** Enterprise licenses (EN).

The preferential rate is limited for **a given software** and cannot be combined in the case of a purchase of several software.

Warning: Failure to comply with the terms of use of the ENTERPRISE licenses will result in the cancellation and immediate blocking of the license. The sums paid will not be refunded. Criminal sanctions will be applied in the event of piracy of software licenses.

E. Website or Sitemap Internet referencing

Article 1: purpose

The articles described below detail the rights and obligations of **EuropeSoftwares** with regard to its referencing service.

Any service provided by **EuropeSoftwares** on behalf of a customer therefore implies that the customer has read these terms and conditions of sale and that he or she adheres unreservedly to these same conditions. The customer thus waives any application of any general terms and conditions of purchase.

EuropeSoftwares offers several services. One of the services is to present and reference your website to 100 international search engines and directories. Another offers to reference your website with 150 international directories and search engines. And finally, another service is to reference the XML sitemap of your website with the Google search engine in all 200 countries where it is present.

The quality of the referencing depends on the user's input, the characteristics of the site, its content, as well as the frequency of referencing. **EuropeSoftwares** cannot be held liable in the event of a poor ranking of the referenced site. SEO times depend on search engines and directories, are incompressible and can take several weeks.

Article 2: Prices

Any service ordered by a customer from **EuropeSoftwares** is due by the same customer, including in the event of cancellation by the customer before the performance of the service.

Article 3: terms of payment

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Article 4: force majeure

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Article 5: Material jurisdiction

Any dispute relating to the interpretation and execution of these terms and conditions of sale is subject to French law. In the absence of an amicable resolution, the dispute will be brought before the Commercial Court of Strasbourg (FRANCE) – except in the case of a dispute with a private individual, in which case the dispute will be brought before the civil court or the commercial court depending on the origin of the dispute.

Warning: The user enters and validates the data relating to his website or sitemap file in advance. **EuropeSoftwares** cannot be held responsible for any referencing error.

F. Artificial Intelligence & International Automatic Translation

Article 1: purpose

The articles described below detail the rights and obligations of **EuropeSoftwares** with regard to its provision of artificial intelligence and international translation in **EuropeSoftwares** software and associated online services.

Any service provided by **EuropeSoftwares** on behalf of a customer therefore implies that the customer has read these terms and conditions of sale and that he or she adheres unreservedly to these same conditions. The customer thus waives any application of any general terms and conditions of purchase.

This service consists of providing a character credit for artificial intelligence and international translation and honoring this credit through an online interface.

The quality of the translation depends on the quality of the text contained in the file to be translated. **EuropeSoftwares** cannot be held liable in the event of a bad translation.

Article 2: Prices

Any service ordered by a customer from **EuropeSoftwares** is due by the same customer, including in the event of cancellation by the customer before the use of the character credit. Character credits are valid for 6 months. A reduction coefficient or mark-up rebalances the costs between the different services offered.

Article 3: terms of payment

Payment for services is made before any service is provided. Payment is made: either by cheque, by credit card or by direct debit. No cash shipments by post will be accepted.

Article 4: force majeure

EuropeSoftwares cannot be held liable if the non-performance, or delay in the performance, of the service ordered or of one of the obligations described in these terms and conditions of sale results from a case of force majeure. As such, force majeure is understood to mean any external, unforeseeable and irresistible event within the meaning of Article 1148 of the French Civil Code. Thus, **EuropeSoftwares** is not liable, in particular in the event of an accident, server error, computer breakdown, or in the event of total or partial

strikes of any kind hindering the smooth running of EuropeSoftwares' activities, such as strikes in transport, postal services, energy suppliers, telecommunications, etc. The occurrence of a case of force majeure has the effect of suspending the performance by **EuropeSoftwares** of the contractual obligations of the order or of these terms and conditions of sale.

Article 5: Material jurisdiction

Any dispute relating to the interpretation and execution of these terms and conditions of sale is subject to French law. In the absence of an amicable resolution, the dispute will be brought before the Commercial Court of Strasbourg (FRANCE) – except in the case of a dispute with a private individual, in which case the dispute will be brought before the civil court or the commercial court depending on the origin of the dispute.

Disclaimer: The company uses external artificial intelligence and international translation services. **EuropeSoftwares** cannot be held responsible for any inappropriate response by artificial intelligence or any translation error.

*"Data protection Respect for your anonymity: Your data will never be exchanged. The author **EuropeSoftwares** is concerned with respecting individual freedoms and mainly the law of 6 January 1978 (relating to information technology and freedoms). »*

This document has been translated automatically: the official version is the French version of this document which is legally valid in court.