

GENERAL TERMS AND CONDITIONS OF SALE



A. Web Support by an Expert

A. Assistance Web par un Expert

Article 1: Purpose

The articles described below detail the rights and obligations of **EuropeSoftwares** with regard to its provision of web support by an expert.

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 unreservedly adheres to these same conditions. The customer thus waives any application of any general terms and conditions of purchase.

The service consists of web-based support by phone or online chat on a given software. **EuropeSoftwares** makes every effort to solve the user's problems.

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 of benefits is made before any service is provided. Payment is made either by cheque, credit card or direct debit. No postal shipments 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 as 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 failure, 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: Jurisdiction

B. Advertising space

B. Espaces Publicitaires

Article 1: Purpose

The articles described below detail the rights and obligations of **EuropeSoftwares** with regard to its advertising network 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 unreservedly adheres 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** makes every effort 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.

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: Jurisdiction

C. Sending a DVD-Rom by mail

C. Envoi d'un DVD-Rom par courrier

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 unreservedly adheres 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 of benefits is made before any service is provided. Payment is made either by cheque, credit card or direct debit. No postal shipments will be accepted.

Article 4: Force majeure

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Article 5: Jurisdiction

FreewareYou

D. Logiciels en téléchargement

Freeware (Gratuciel)

Vous disposez d'un logiciel complet gratuit pour une période illimitée et vous êtes libre de la distribuer.

Shareware (30-day trial)

You have a complete software for a limited trial period: it is not a demo version that restricts certain essential functions such as adding, modifying or deleting data, etc. or a 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 it is convenient for you after your trial, you must pay for the requested user license.

Demonstration

You get a complete software for an unlimited trial period: it's a demo version that restricts some essential functions such as adding, modifying or deleting data, etc. or a fictitious management of your data: You are offered to test the software free of charge. If it is convenient for you after your trial, you must pay for the requested user license.

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

License Agreement

E. Website or Sitemap Referencing

Article 1a. The User means the person (natural or legal) who has installed the software on his computerb. The Publisher/Author refers to EuropeSoftwares.c. This license does not constitute a sale of the Software or a copy thereof.

Article 2A non-exclusive and non-transferable license is granted to you to use the software for an unlimited period of time, except for the licenses of the software sold at the package which are established for a fixed, renewable period.

Article 3 It is strictly forbidden to:

a. Modify or attempt to modify the Software in whole or in part, b. Disassemble or attempt to disassemble the Software, c. Decompile or reconstruct the software, d. Remove, or attempt to remove, any copyright notices contained in the software. TO RENT THE SOFTWARE,

IF YOU DO ANY OF THE THINGS LISTED IN SECTION 3 ABOVE, YOUR RIGHTS OF USE ARE AUTOMATICALLY TERMINATED. THIS TERMINATION IS IN ADDITION TO THE CRIMINAL, CIVIL OR OTHER REMEDIES AVAILABLE TO THE PUBLISHER/AUTHOR.

Article 4 The Publisher/Author reserves the sole right to intervene on the software, to correct it, adapt it and/or make any changes.

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 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 of its beneficiaries is the sole owner of all intellectual property rights on the software. The user only has the rights of use listed in this License, 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, in his capacity as licensee, is the owner of the medium on which the software is recorded or installed, but the Publisher/Author nevertheless holds the ownership of the software registered on the original medium and of 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 in the event of non-compliance 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.

E. Référencements internet de Site internet ou de Sitemap

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 unreservedly adheres to these same conditions. The customer thus waives any application of any general terms and conditions of purchase.

One of the services consists of presenting the address of your website to 100 international search engines and directories. The other service consists of presenting the address of your website's sitemap to the Google search engine in all 200 countries where it is present.

The quality of SEO 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 obtaining a poor ranking of the referenced site. The referencing times depend on the 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

Payment of benefits is made before any service is provided. Payment is made either by cheque, credit card or direct debit. No postal shipments 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 as 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 failure, 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: Jurisdiction

F. Automatic translation of online files

A. Web Support by an Expert

Article 1: Purpose

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

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 unreservedly adheres 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 the translation and honoring this translation credit. The translation is done using Microsoft translation services.

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 an incorrect 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.

Article 3: Terms of payment

Payment of benefits is made before any service is provided. Payment is made either by cheque, credit card or direct debit. No postal shipments 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 as 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 failure, 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: 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 an individual, in which case the dispute will be brought before the Civil Court or the Commercial Court depending on the origin of the dispute.

Respect for your anonymity: Your data will never be exchanged. The author EuropeSoftwares is concerned about 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.