

TERMS OF SALES



Connection and navigation on the Site by the User implies full and unreserved acceptance of these general conditions of sale.

A. WEB ASSISTANCE FROM AN EXPERT

Article 1: object

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

Any service performed by the company **EuropeSoftwares** on behalf of a customer therefore implies that the customer has read these conditions of sale and adheres without reservation to these same conditions. The customer thus waives any application of his possible general conditions of purchase.

The service consists of web assistance by telephone or online chat (If **EuropeSoftwares** does not have a person speaking the language) on a given software. The **EuropeSoftwares company** makes every effort to resolve user problems. Only this problem must concern the **EuropeSoftwares software**. Other issues, such as those caused by third-party software or the operating system, for example, are not included in this support.

Article 2: price

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

Article 3: payment terms

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

Article 4: force majeure

The liability of the company **EuropeSoftwares** cannot be implemented if the non-execution, or delay in execution, of the service ordered or of one of the obligations described in these conditions of sale results from a case of force majeure. As such, force majeure means any external, unpredictable and irresistible event within the meaning of article 1148 of the Civil Code.

Thus, the company **EuropeSoftwares** is not responsible, particularly in the event of an accident, server error, computer failure, as well as in the event of total or partial strikes of any nature hindering the smooth running of the activities of the company **EuropeSoftwares**, 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 execution by the company **EuropeSoftwares** of the contractual obligations of the order or of these conditions of sale.

Article 5: material competence

Any dispute relating to the interpretation and execution of these 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.

B. Advertising Spaces

Article 1: object

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

Any service performed by the company **EuropeSoftwares** on behalf of a customer therefore implies that the customer has read these conditions of sale and adheres without reservation to these same conditions. The customer thus waives any application of his possible general conditions of purchase.

The service consists of the rental of advertising space. The company **EuropeSoftwares** makes every effort to increase the number of displays of its advertising spaces, but is unable to guarantee minimum quotas in terms of the number of displays per week. You have an interface to see the performance of your advertising space.

Article 2: price

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

Article 3: payment terms

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Article 4: force majeure

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Article 5: material competence

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VS . Sending a DVD-Rom by mail

Article 1: object

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

Any service performed by the company **EuropeSoftwares** on behalf of a customer therefore implies that the customer has read these conditions of sale and adheres without reservation to these same conditions. The customer thus waives any application of his possible general conditions of purchase.

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

Article 2: price

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

Article 3: payment terms

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

Article 4: force majeure

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Article 5: material competence

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D. Software downloads

- Freeware

You have complete software free for an unlimited period and you are free to distribute it.

- Shareware (30 day trial)

You have complete software for a limited trial period: it is not a demonstration 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: In fact, this software is not free and is distributed in the form of shareware. If it suits you after your trial, you must pay the requested user license.

- Demonstration

You have complete software for an unlimited trial period: this 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 it suits you after your trial, you must pay the requested user license.

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

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The fact of electronically validating this License implies your acceptance of all the terms and conditions defined below. Under no circumstances does this license constitute a sale of the software or a copy thereof. You agree to comply with the terms of this License. If you disagree with the terms of this License, you must not validate it electronically and therefore not install the software on your computer.

Article 1

a. The User designates the person (natural or legal) who installed the software on their computer. The Publisher/Author designates **EuropeSoftwares** .

vs. This license does not constitute a sale of the software or a copy thereof.

Article 2

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

Article 3

It is strictly prohibited: a. To modify or attempt to modify the software in whole or in part, b. To disassemble or attempt to disassemble the software, c. To decompile or reconstruct the software, d. To remove or attempt to remove any copyright notices contained in the software, e. To rent the software,

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The Editor/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.

Section 7

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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 by destroying or deleting any copies of the software.

Article 9

The Software is protected by regulations and international treaties regarding Publisher/Author rights. The Publisher/Author or his possible beneficiaries are the sole holder of all intellectual property rights over the software. The user only benefits from the usage rights listed in this License, to the exclusion of all others. The user must therefore treat the software like any other product protected by Publisher/Author rights (a book or a video cassette for example).

Article 10

The user, in his capacity as license holder, is the owner of the medium on which the software is recorded or installed, but the Publisher/Author nevertheless holds ownership of the software recorded on the original medium and of all its copies, regardless of the form in which or the medium on which the original and other copies may be recorded.

Article 11

This License will be automatically terminated in the event of non-compliance with its terms. In this case, the user undertakes to immediately destroy the software, as well as any backup copy that may have been made.

Article 12

COMPANY licenses (EN) 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 COMPANY license (EN) may be permanently and unilaterally suspended in the event of non-compliance with the granting of the license, such as illegal resale on a unit basis, for example.

E. Internet referencing of Website or Sitemap

Article 1: object

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

Any service performed by the company **EuropeSoftwares** on behalf of a customer therefore implies that the customer has read these conditions of sale and adheres without reservation to these same conditions. The customer thus waives any application of his possible general conditions of purchase.

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

SEO quality depends on user input, site characteristics, content, and SEO frequency. The responsibility of the company **EuropeSoftwares** cannot be implemented in the event of obtaining a poor ranking of the referenced site. Referencing times depend on search engines and directories, cannot be reduced and can take several weeks.

Article 2: price

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

Article 3: payment terms

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

Article 4: force majeure

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The occurrence of a case of force majeure has the effect of suspending the execution by the company **EuropeSoftwares** of the contractual obligations of the order or of these conditions of sale.

Article 5: material competence

Any dispute relating to the interpretation and execution of these 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.

F. Automatic online file translation

Article 1: object

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

Any service performed by the company **EuropeSoftwares** on behalf of a customer therefore implies that the customer has read these conditions of sale and adheres without reservation to these same conditions. The customer thus waives any application of his possible general conditions of purchase.

This service consists of providing a character credit for the translation and honoring this file translation credit through an online interface. 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. The responsibility of the company **EuropeSoftwares** cannot be implemented in the event of obtaining a bad translation.

Article 2: price

Any service ordered by a customer from the company **EuropeSoftwares** is due by this same customer, including in the event of cancellation by the customer before use of the character credit.

Article 3: payment terms

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

Article 4: force majeure

The liability of the company **EuropeSoftwares** cannot be implemented if the non-execution, or delay in execution, of the service ordered or of one of the obligations described in these conditions of sale results from a case of force majeure. As such, force majeure means any external, unpredictable and irresistible

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The occurrence of a case of force majeure has the effect of suspending the execution by the company **EuropeSoftwares** of the contractual obligations of the order or of these conditions of sale.

Article 5: material competence

Any dispute relating to the interpretation and execution of these 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.

Computing and freedom Respect for your anonymity: Your data will never be exchanged. The author EuropeSoftwares is keen to respect individual freedoms and mainly the law of January 6, 1978 (relating to computing and freedoms). This document has been automatically translated. The official version is the French version of this document which is legally valid.