Online subscription terms for professionals

Effective November 2, 2026

Armand OCTEAU, entrepreneur individuel, registered under SIREN number 999229016, whose business address is located at 30 bis boulevard Littré, 78600 Le Mesnil-le-Roi, France

Only the French version is binding.

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ARTICLE 1. PURPOSE, SCOPE AND ACCEPTANCE

1.1 Purpose

These online subscription terms for professionals (hereinafter the "Terms") set out the conditions on which the Seller sells at a distance, on the Solyzon websites, licences to use the software, applications and online services published by Solyzon (hereinafter the "Products"). They apply to all Products sold online and paid for by bank card, including those that will be offered after their publication.

1.2 Customers

The Terms are addressed exclusively to professionals, that is, to natural or legal persons who buy a licence for the needs of their commercial, industrial, craft, professional or agricultural activity. By placing an order, the buyer declares that they act in that capacity, on behalf of an organisation whose SIREN number or VAT number they state, and warrants that they have the authority to bind it. The organisation is hereinafter referred to as "the Customer".

Persons who buy for purposes outside their professional activity are subject to the general terms of sale to consumers of Solyzon. Services provided on quotation, such as the creation of a website or an application, are subject to the general terms of sale of Solyzon and to the quote signed by the Customer.

1.3 Acceptance

The Customer accepts the Terms by ticking the box provided for that purpose before payment. The Terms that apply are those in force on the day of the order. The Customer may save and print them at any time, and they are sent to the Customer with the order confirmation.

ARTICLE 2. SELLER

The Seller is Armand OCTEAU, entrepreneur individuel, registered under SIREN number 999229016, whose business address is located at 30 bis boulevard Littré, 78600 Le Mesnil-le-Roi, France, trading under the brand Solyzon. The Seller benefits from the VAT franchise (TVA non applicable, article 293 B du Code général des impôts). The prices displayed and invoiced are accordingly exclusive of VAT.

The Seller can be reached by e-mail at contact@solyzon.com, by telephone on +33 9 74 03 99 99, or by post at 30 bis boulevard Littré, 78600 Le Mesnil-le-Roi, France.

ARTICLE 3. CONTRACTUAL DOCUMENTS

The contract is made up of the following, in decreasing order of priority in the event of a conflict: the order confirmation, these Terms, then the terms of use of the Solyzon account and, if there are any, the terms specific to the Product, which govern its use. The terms specific to the Product are presented and accepted together with the Terms before payment, and apply only on that condition.

The Terms prevail over any general terms of purchase or any other document from the Customer, unless the Seller has expressly accepted a departure in writing.

The contract is concluded in French. A translation may be provided for information, and the French version prevails in the event of a difference.

ARTICLE 4. PRODUCTS AND LICENCES

4.1 Features

A licence gives the Customer the right to use a Product within the limits of the chosen offer. The essential features of each offer, its functions, its limits, for example a number of users or a storage space, its term and its price, are presented on the offer page and in the order summary. The Customer reads them before ordering.

4.2 Plans

Depending on the offer, the licence is sold:

- as an annual subscription, concluded for one year and renewed automatically under article 10.1;
- as a monthly subscription, concluded for an indefinite period, paid every month and cancellable at any time under article 10.3.

4.3 Technical environment

Depending on the Product, its use takes place online from a browser, or from an application installed on a device, subject to an internet connection. The offer page or the Product documentation states, where applicable, the compatible browsers, systems and devices. It is for the Customer to check, before ordering, that its equipment and connection meet those requirements. Equipment, connection and communication costs remain the Customer's responsibility.

4.4 Artificial intelligence features

Some Products offer features that rely on artificial intelligence models, for example to draft, summarise or classify. Their results are produced automatically and may contain errors or omissions. They are an aid which the Customer shall review before using it, in particular before sending it to a third party or making a decision. The Customer remains responsible for the use it makes of those results.

4.5 Third-party services

A Product may allow a connection to services published by third parties. Those services remain governed by the terms of their publisher, which the Customer accepts with it. The Seller is not responsible for their operation, nor for their modification, restriction or discontinuation by their publisher. The charges made by the publisher, in particular beyond its free quotas, are borne by the Customer.

ARTICLE 5. LICENCE

5.1 Scope

The Seller grants the Customer, for the term of its licence and for the needs of its business, a personal, non-exclusive and non-transferable right to use the Product, within the limits of the chosen offer. Where the offer is counted in users, each user is a person named by the Customer, a member of its staff or acting for it, and their credentials may not be shared between several people. The Customer may replace one user with another when the first no longer needs access to the Product.

5.2 Prohibited uses

The Customer shall not:

- resell, rent, lend, assign or make available to a third party the Product or its access, outside the sharing functions that the Product provides;
- copy, modify, decompile or disassemble the Product, except in the cases and within the limits that the law allows;
- circumvent, disable or alter the limits of the offer, the technical protection measures or the licensing mechanisms of the Product;
- use the Product for an unlawful activity, to infringe the rights of a third party, to send unsolicited messages, or to store or distribute unlawful content;
- undermine the security or operation of the Product, in particular through massive automated access, intrusion attempts or abnormal load.

5.3 Intellectual property

The Product, its code, its documentation, its trademarks, its logos and its content remain the exclusive property of Solyzon or its licensors. The licence transfers no ownership right to the Customer, and any right not expressly granted to it is reserved.

ARTICLE 6. ACCOUNT AND ORDER

6.1 Solyzon account

To order, the Customer has a Solyzon account, which it creates if needed, and whose use is governed by the account terms of use. It provides accurate and up-to-date information, in particular the name of its organisation, its SIREN or VAT number, its billing address and the e-mail address of its contact, and keeps its credentials confidential.

6.2 Order steps

The Customer chooses the offer and the plan, and if necessary the number of units. A summary then shows the offer, the units, the plan, the total price, and for a subscription the amount and frequency of the payments. The Customer checks the order and can correct input errors by going back to the previous steps. It accepts the Terms, then confirms the order by clicking the payment button, which states the amount to pay and entails an obligation to pay.

6.3 Formation of the contract

The contract is formed when the payment is confirmed. The Seller then sends the Customer, by e-mail, an order confirmation that restates the essential features of the offer, the price, the plan and these Terms, together with the invoice.

6.4 Refusal of an order

The Seller may refuse or cancel an order for a legitimate reason, in particular where a previous order remains unpaid, where fraud is seriously suspected, where payment is declined, or where the information is manifestly false, in particular a SIREN or VAT number that does not match the organisation stated. Any sums received are then refunded in full.

ARTICLE 7. PRICE

7.1 Prices displayed

Prices are stated in euros, excluding taxes. As the Seller benefits from the VAT franchise (TVA non applicable, article 293 B du Code général des impôts), no VAT is added and the price displayed is the price paid. The price that applies is the one shown in the summary at the time of the order. It remains fixed for the whole paid period.

7.2 Price changes

The Seller may change the price of its offers. A new price applies immediately to new orders. For a subscription in progress, it applies only from the next renewal, and the Seller informs the Customer by e-mail at least thirty days before that renewal. A Customer that does not accept the new price cancels its subscription before that date, free of charge, under article 10.3, and nothing is then charged at the new price.

7.3 Additional units

Depending on the offer, the Customer may add units during a subscription, for example users. The price of the addition, calculated pro rata to the time remaining until the next due date, is shown to the Customer before it confirms, and is paid immediately. The units added are then included in each renewal, at the price in force.

7.4 Promotional codes

The Seller may offer promotional codes. Each code states its discount, its period of validity, the offers concerned and, where applicable, the number of periods to which it applies. Unless otherwise stated, only one code applies per order, it cannot be combined with another promotion, and it cannot be exchanged or redeemed for cash. A code used in breach of its conditions may be refused.

ARTICLE 8. PAYMENT

8.1 Means and time of payment

The price is paid in advance, by bank card, at the time of the order, then at each due date for a subscription, through an approved payment service provider. The Seller neither receives nor keeps card numbers.

The Customer warrants that it is the holder of the card used or is authorised to use it, and that the card allows the price to be paid. For a subscription, it authorises the Seller to charge each due date to the card it has registered, and it updates the card from its customer area when it expires or changes. The Seller warns the Customer before its card expires.

8.2 Invoices

An invoice is issued for each payment. It is sent by e-mail and remains available in the customer area. The Customer agrees to receive its invoices in electronic form.

8.3 Late payment

As the price is payable in advance, it falls due at the time of the order and at each due date of the subscription, on the payment date shown on the invoice. No discount is granted for early payment.

In accordance with article L. 441-10 of the French Commercial Code, any sum paid after the payment date shown on the invoice automatically gives rise, without any reminder being necessary, to:

- late payment penalties, due from the day after that date, at a rate equal to three times the legal interest rate;
- a fixed indemnity for recovery costs of forty euros (€40), set by article D. 441-5 of the same code.

Where the recovery costs incurred exceed that indemnity, the Seller may claim additional compensation, on justification.

8.4 Failed payment

If the charge for a due date fails, the Seller informs the Customer by e-mail and tries the payment again one day, three days, seven days and then fourteen days after the due date, or on the next working day. The Customer keeps the use of the Product for at least fifteen days after the due date, and may pay the due date at any time by updating its card from its customer area.

If the due date remains unpaid after the last attempt, the subscription ends, the Seller informs the Customer by e-mail, and the licence ends at the close of those fifteen days. The Customer may subscribe again at any time. Its data remains available under article 14.

8.5 Chargeback and payment dispute

Where the Customer disputes a payment with its bank as unauthorised, or objects to it, although the corresponding licence has been provided to it, that licence is suspended until the dispute is resolved. A dispute based on a breach by the Seller entails no suspension. If the dispute is upheld, the Seller refunds the Customer or restores the licence as the case may be. If it is rejected, the licence is restored.

ARTICLE 9. PROVISION OF THE LICENCE

As soon as payment is confirmed, the licence is activated, linked to the Customer's Solyzon account, and the Customer can use the Product. Updates to the Product are included for the whole term of the licence.

ARTICLE 10. TERM, RENEWAL AND END OF THE SUBSCRIPTION

10.1 Annual subscription

The annual subscription is concluded for one year. It is renewed automatically, for one year, at each due date, at the price in force under article 7.2, and the price of the new period is charged to the registered card.

Before each renewal, the Seller sends the Customer a reminder e-mail, at least thirty days before the end of the current period. The reminder states the date of the renewal, the price of the new period and the deadline for cancelling. Failure to send the reminder does not deprive the renewal of its effects, but the Customer may then cancel at any time under article 10.3.

10.2 Monthly subscription

The monthly subscription is concluded for an indefinite period. It is paid every month, on the anniversary date of the order, and continues until it is cancelled.

10.3 Cancellation by the Customer

The Customer cancels its subscription at any time, without giving a reason and free of charge, from its customer area, using the online cancellation function. The Seller confirms the cancellation to the Customer by e-mail, with its effective date.

The cancellation takes effect at the end of the period already paid. The Customer continues to use the Product until that date, and nothing is charged afterwards. The current period is not refunded, except in the cases provided for by the Terms.

10.4 Termination by the Seller for breach

In the event of a breach by the Customer of article 5.2, or of any other essential obligation of the Terms, the Seller may, after a formal notice by e-mail that has remained without effect for fifteen days, terminate the subscription. Where the breach is serious and affects the security of the Product, the rights of a third party or the law, in particular in the event of payment fraud or manifestly unlawful content, the Seller may suspend access immediately, then terminate if the Customer does not show, within fifteen days, that the breach does not exist or that it has put an end to it.

Termination for breach gives rise to no refund of the current period, unless the breach is not established. It does not prevent the Seller from claiming compensation for the harm it has suffered.

10.5 Discontinuation of a Product or an offer

The Seller may stop selling an offer or a Product. An offer withdrawn from sale continues to be provided to the Customer until the end of its current period and may be renewed, unless the Seller discontinues the Product itself.

If the Seller discontinues a Product, it informs the Customer by e-mail at least three months in advance. The subscription ends on the discontinuation date, the part of the paid period that has not been provided is refunded pro rata, and the Customer may retrieve its data under article 14.

ARTICLE 11. NO RIGHT OF WITHDRAWAL

The Customer buys for the needs of its professional activity. The right of withdrawal that the law grants to consumers for distance contracts does not apply to its purchase. The order is firm as soon as payment is confirmed, and the paid period is not refunded, except in the cases provided for by the Terms.

ARTICLE 12. AVAILABILITY AND SUPPORT

The Seller uses reasonable means to keep the Products accessible at all times, subject to maintenance operations, which it carries out preferably at times of low use and announces in advance when they are long, and to failures of the internet network and of third-party services. This is an obligation of best efforts, with no commitment on availability or on restoration time. The status of the Products is published on the Solyzon status page.

The customer service answers questions on the use of the Products by e-mail at contact@solyzon.com, on working days, and documentation is available online. It uses its best efforts to answer within a reasonable time, with no guaranteed time.

ARTICLE 13. PRODUCT CHANGES

The Seller changes the Products for valid reasons: to improve their functions or performance, to correct errors, to strengthen their security, to adapt them to changes in technology, browsers, systems or third-party services on which they depend, or to comply with the law or a decision of an authority. These changes cost the Customer nothing.

Where a change removes an essential function of the Product or significantly degrades its use, the Seller informs the Customer by e-mail, reasonably in advance. A Customer that does not

accept it may cancel its subscription free of charge before the date of the change, under article 10.3, and the part of the paid period that has not been provided is refunded pro rata.

ARTICLE 14. CUSTOMER DATA

14.1 Customer content

The content that the Customer stores in a Product (hereinafter the "Content") remains its property. It grants the Seller, for the term of the licence only and only to the extent necessary, the right to host it, back it up and process it in order to provide the Product. The Seller uses it for no other purpose.

The Customer is responsible for its Content, for its lawfulness and for the rights needed to store it. It indemnifies the Seller against third-party claims arising from a breach by it of that obligation or of article 5.2.

14.2 Backup and retrieval

The Seller backs up the data of the Products. The Customer may export its Content at any time during the licence, using the export functions that the Product offers, and it is advised to keep a copy.

At the end of the licence, whatever the cause, the Content remains retrievable for thirty days. During that period, the Customer may export it or request it from the Seller, which hands it over free of charge, in a commonly used, machine-readable format, without hindrance and within a reasonable time. After that period, the Content is deleted, unless the law requires it to be kept.

14.3 Personal data

Where the Content includes personal data, the Customer is the controller and the Seller acts as its processor, within the meaning of article 28 of Regulation (EU) 2016/679, known as the GDPR. The Seller processes that data only to provide the Product, on the Customer's documented instructions, and hosts it on its own servers, in France. Its commitments as processor are those of the article "Our commitments as a processor" of the document "GDPR, your rights and our commitments" of Solyzon, published on its websites, which the Customer acknowledges having read before the order. That article and these Terms govern the obligations of the parties in that respect.

For its own purposes, the Seller processes the personal data of the Customer's contact, to perform the contract, issue invoices, take payment, prevent fraud and answer its requests, under the Solyzon privacy policy.

ARTICLE 15. SWITCHING PROVIDER

The Products hosted by the Seller are data processing services within the meaning of Regulation (EU) 2023/2854 of 13 December 2023, known as the Data Act. This article implements its articles 25 and 26, and applies without prejudice to the rights that the Customer holds under article 14.

15.1 Request and notice

The Customer may request at any time, by e-mail to contact@solyzon.com or from its customer area, to switch to a service of another provider, to port its exportable data to its own IT infrastructure, or to have its data erased. The notice period before the start of this procedure is

one month at most. When switching to another provider, the Customer provides the necessary information concerning that provider.

15.2 Transitional period

The procedure is completed without undue delay and at the latest thirty calendar days after the end of the notice period. During this transitional period, the contract remains applicable, and the Seller:

- provides reasonable assistance to the Customer and to the third parties the Customer authorises;
- acts with due care to maintain the continuity of the Product;
- clearly informs the Customer of known risks to that continuity;
- maintains a high level of security, in particular during the transfer of the data and during the data retrieval period.

The Seller contributes to the Customer's exit strategy and provides the relevant information. If this thirty-day period is technically unfeasible, the Seller informs the Customer within fourteen working days of its request, giving reasons for that unfeasibility, and indicates an alternative transitional period, of seven months at most, during which the Product continues to be provided. The Customer may extend the transitional period once, for the duration it considers appropriate.

15.3 Exportable data

All the data that the Customer has entered or imported into the Product may be ported, together with the data and metadata generated by the Customer's use of the Product, in particular its files, records, settings and the history of its actions, in the open formats described in the Product documentation at docs.solyzon.com, which keeps up to date the register of data structures and formats, and states the procedures, the porting methods and their known technical limits. Excluded are the data specific to the internal operation of the Product the disclosure of which would expose the Seller's trade secrets or the security of the Product, in particular its code, models, keys and technical logs, without this exclusion being able to hinder or delay switching.

15.4 Retrieval, erasure and end of the contract

After the transitional period, the Customer has at least thirty calendar days to retrieve its data (the data retrieval period). The contract is deemed terminated, and the termination is notified to the Customer, when switching has been successfully completed, or at the end of the notice period where the Customer has requested only the erasure of its data. On expiry of the data retrieval period, and provided that switching has been successful, all the exportable data and all the digital assets produced by the Customer or directly relating to it are fully erased.

15.5 Location and access by foreign authorities

The jurisdictions on which the infrastructure hosting the Products depends, and the technical, organisational and contractual measures taken to prevent access by the public authorities of third countries to the data, are described on the page https://solyzon.com/confiance/, in accordance with article 28 of the Data Act.

15.6 Charges

In accordance with article 29 of the Data Act, the Seller charges no switching charges. Only the subscription price remains due for the period running until the end of the contract. No penalty is attached to cancellation, which takes effect at the end of the paid period under article 10.3.

ARTICLE 16. LIABILITY

16.1 Customer's obligations

The Customer uses the Product in accordance with the Terms, its documentation and the law. It keeps its credentials confidential and informs the Seller without delay of any unauthorised use of its account. It is responsible for the actions carried out from its account and by its users.

16.2 Seller's liability

The Seller is liable for the direct and foreseeable harm caused to the Customer by the non-performance of its obligations. It uses its best efforts to provide the Product, and is bound only by an obligation of best efforts.

The Seller's total liability for a Product, for all events giving rise to it taken together, is limited to the amount the Customer paid for that Product during the twelve months preceding the event that caused the damage.

The Seller is not liable for indirect damage, in particular loss of turnover, profit, customers or business opportunity, loss of data that the Customer could have backed up itself, harm to its reputation, or third-party claims against the Customer.

Nor is it liable where the non-performance or the damage is attributable to the Customer, in particular to a use contrary to the Terms, the documentation or the law, or to negligence in keeping its credentials, to the act of a third party, or to a case of force majeure.

These limits do not apply in the event of bodily injury, or of gross negligence or wilful misconduct by the Seller.

ARTICLE 17. FORCE MAJEURE

Neither party is liable for a delay or a failure to perform that results from an event beyond its control, that could not reasonably have been foreseen when the contract was concluded and whose effects cannot be avoided by appropriate measures, for example a widespread network or power failure, a large-scale cyberattack, a natural disaster or a decision of an authority.

The party prevented from performing informs the other without delay. The obligations are suspended for the duration of the impediment. If it lasts more than one month, either party may terminate the contract by e-mail, and the Customer is refunded pro rata for the period that has not been provided.

ARTICLE 18. TRANSFER OF THE CONTRACT

The Customer may not transfer the contract without the Seller's prior written consent.

The Seller may transfer the contract, with its rights and obligations, to a company that it creates to carry on its business, or to any person who takes over that business. The Customer consents to this from now on, in accordance with article 1216 of the French Civil Code. The assignment is recorded in writing and takes effect with regard to the Customer when it is notified to the Customer by e-mail, the transfer changes neither the price nor the other terms of the contract, and the Customer's data is passed to the company or person taking over the contract, under article 14.3.

ARTICLE 19. CHANGES TO THE TERMS

The Seller may change the Terms. The new version applies immediately to new orders. For a subscription in progress, it applies only from the next renewal, or from the next monthly due date for a monthly subscription, and the Seller informs the Customer by e-mail at least thirty days before. A Customer that does not accept the new version cancels its subscription before that date, free of charge, under article 10.3, and the version it accepted continues to apply until the end of its paid period.

ARTICLE 20. EVIDENCE

The parties agree that electronic exchanges between them, in particular e-mails and order confirmations, are as authoritative as paper documents. The records kept in the Seller's systems, in particular the acceptance of the Terms, orders, payments and log-ins, constitute evidence of the communications and transactions that have taken place between them, unless the Customer proves otherwise.

ARTICLE 21. GENERAL PROVISIONS

21.1 Entire agreement

The contract constitutes the entire agreement of the parties on its subject matter and replaces any earlier agreement, proposal or exchange on the same subject matter.

21.2 Partial invalidity

If a clause of the Terms is declared void or unenforceable by a final court decision, the other clauses remain fully effective, and the parties endeavour to replace it with a valid clause of equivalent economic effect.

21.3 No waiver

The fact that a party does not rely on a breach by the other of one of its obligations does not amount to a waiver of the right to rely on it later.

21.4 Survival of clauses

The clauses which by their nature are meant to remain effective after the contract has ended, whatever the cause, continue to apply after it ends, in particular those relating to the payment of sums due, intellectual property, the Customer's data and switching provider, liability, governing law and disputes.

ARTICLE 22. GOVERNING LAW AND DISPUTES

22.1 Governing law

The contract is governed by French law.

22.2 Amicable settlement and mediation

In the event of a dispute, the parties first seek an amicable solution. The party that wishes to start this process writes to the other setting out its grievances, and the parties have thirty days from receipt of that letter to reach an agreement. They may agree to use a mediator, appointed by mutual agreement, whose fees are shared equally. This is optional, and failing agreement on the choice of mediator within fifteen days, each party is free to take legal action.

22.3 Jurisdiction

Failing amicable settlement or mediation, any dispute relating to the formation, interpretation, performance or termination of the contract is brought before the court with territorial jurisdiction in the district where the defendant has its registered office.



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