Showcase website subscription terms

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Only the French version is binding.

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PREAMBLE

These Showcase Website Subscription Terms (hereinafter the "Subscription Terms") are entered into between:

On the one hand, **SOLYZON**, the trade name under which the following carry on business:

- **Mr Armand OCTEAU**, sole proprietor carrying on a non-regulated professional activity, registered under **SIREN number 999 229 016**, whose registered office is located at 30 B Boulevard Émile Littré, 78600 Le Mesnil-le-Roi, France;
- **Ms Sarah Cassandra Judith LÉVY**, sole proprietor carrying on a non-regulated professional activity, registered under **SIREN number 999 229 008**, whose registered office is located at 24 Avenue du Ponant, 92390 Villeneuve-la-Garenne, France.

Hereinafter together referred to as "the Provider" or "Solyzon".

Each Quote specifies which of the two entrepreneurs issues it and invoices it.

And on the other hand, any legal entity or natural person acting in the course of their professional, commercial, industrial, craft or professional-services activity, who orders a showcase website paid for by Monthly Instalments.

Hereinafter referred to as "the Client".

The Provider and the Client are hereinafter referred to individually as "the Party" and collectively as "the Parties".

The Subscription Terms apply where the Quote provides that the showcase website is paid for by subscription. They supplement the Provider's General Terms and Conditions of Sale (hereinafter the "Terms").

DEFINITIONS

For the interpretation of these Subscription Terms, the terms below have the following meaning:

- **"Subscription":** An arrangement under which the Client pays for the Deliverable and the Included Services by Monthly Instalments, instead of a single price.
- **"Quote":** A commercial document signed by the Client which states, in particular, the Deliverable, the Monthly Instalment, the Commitment Period, the Buyout Price and the means of payment.
- **"Commitment Period":** A period of twenty-four (24) months from the date the Deliverable goes live, unless another period is stated in the Quote.
- **"Deliverable":** The showcase website handed over to the Client, as defined in the Quote.
- **"Monthly Instalment":** The monthly sum, excluding taxes, stated in the Quote. As at the date of this version, it is ninety-nine euros (€99) excluding taxes for a five-page showcase website.
- **"Buyout Price":** The sum, excluding taxes, stated in the Quote and fixed at signature, which allows the Client to acquire the Deliverable before the end of the Commitment Period.
- **"Included Services":** The hosting of the Deliverable on the Provider's servers, backups and basic maintenance of the Deliverable.

ARTICLE 1. PURPOSE AND CONTRACTUAL DOCUMENTS

1.1 Purpose

The Provider produces the Deliverable, puts it online and provides the Included Services. In return, the Client pays Monthly Instalments during the Commitment Period.

1.2 Order of precedence

The contractual documents apply, in descending order of priority in the event of a conflict: the Quote signed by the Client, these Subscription Terms, then the Terms.

1.3 Articles of the Terms set aside

The Terms apply to everything that these Subscription Terms do not provide for, in particular acceptance, intellectual property, liability, confidentiality, personal data and disputes. For the Subscription, the arrangements for full payment of the price and for the transfer of rights set out in articles 8.1, 8.2 and 9.2 of the Terms are replaced by article 5 hereof.

ARTICLE 2. MONTHLY INSTALMENTS

2.1 Amount

The Monthly Instalment is stated excluding taxes in the Quote, value added tax being added at the rate in force. It remains the same throughout the Commitment Period and is not subject to any revision.

2.2 Due date and invoicing

The first Monthly Instalment is due when the Deliverable goes live, and then each month on the same date. The Provider issues an invoice each month. Payment is made by the means stated in the Quote.

ARTICLE 3. INCLUDED SERVICES

3.1 Content

The Included Services comprise the hosting of the Deliverable on the Provider's servers located in France, backups, and security patches and updates for the Deliverable.

3.2 Pro maintenance

The Client may subscribe to Pro maintenance, which comprises thirty (30) minutes of modifications per month, monitoring of security patches and a report every three months. It is added to the Monthly Instalment for the difference between the price of Pro maintenance and that of basic maintenance, as stated in the Quote. As at the date of this version, this difference is thirty euros (€30) excluding taxes per month.

3.3 Work outside the Included Services

Modifications exceeding the included time, and any service not comprised in the Included Services, are invoiced at the hourly rate provided for in the Terms, after a quote accepted by the Client.

3.4 Solyzon Products and Third-Party Services

Solyzon Products and Third-Party Services supplied with the Deliverable remain governed by article 13 of the Terms and by their own terms. Their renewal after the first year is invoiced separately, unless otherwise stated in the Quote.

ARTICLE 4. TERM AND END OF THE SUBSCRIPTION

4.1 Term

The Subscription runs from the date the Deliverable goes live until the last Monthly Instalment of the Commitment Period. It is not renewed: at the end of the term, the Client has no further Monthly Instalment to pay for the Deliverable.

4.2 After the end of the term

The Included Services then continue if the Client so wishes, at the price of hosting and maintenance in force. As at the date of this version, it is twenty-nine euros (€29) excluding taxes per month for hosting, backups and basic maintenance, and fifty-nine euros (€59) excluding taxes per month with Pro maintenance. The Client may terminate them at any time by giving one (1) month's notice.

4.3 Return of the files

If the Client does not continue the Included Services, the Provider hands the Deliverable's files over to the Client so that it may host it wherever it wishes.

ARTICLE 5. OWNERSHIP OF THE DELIVERABLE

5.1 During the Subscription

Until payment of the last Monthly Instalment, or of the Buyout Price, the Provider remains the owner of the Deliverable. The Client has only a right of use for its business. It may neither sublease nor assign the Deliverable during this period.

5.2 On the last Monthly Instalment

On payment of the last Monthly Instalment, the licence of use and the assignment of Client-specific items provided for in articles 9.2 and 9.4 of the Terms take effect, without further formality. The Provider hands the Deliverable's source files over to the Client on request.

ARTICLE 6. EARLY BUYOUT

At any time after the Deliverable goes live, the Client may acquire it before the end of the term by paying the Buyout Price stated in the Quote. This price is fixed at signature and does not change during the Commitment Period.

The Client makes the request in writing. The Provider issues an invoice for the Buyout Price, payable within thirty (30) days. On receipt of payment, the rights are transferred to the Client as in article 5.2 and the Monthly Instalments cease. The Included Services continue on the terms of article 4.2 if the Client so wishes.

ARTICLE 7. PAYMENT DEFAULT

A Monthly Instalment unpaid on its due date gives rise to the late payment penalties provided for in article 4.5 of the Terms. After a formal notice that remains without effect for fifteen (15) days, the Provider may suspend the hosting of the Deliverable, demand payment of the Monthly Instalments due, or terminate the Subscription.

The remaining Monthly Instalments do not become payable in a single sum.

ARTICLE 8. TERMINATION

8.1 By the Client

Except for the buyout provided for in article 6, a Client that stops paying the Monthly Instalments before the end of the term loses its right of use of the Deliverable. Monthly Instalments already paid remain vested in the Provider. The Deliverable remains the property of the Provider.

8.2 By the Provider

The Provider may terminate the Subscription without notice in the event of a serious breach by the Client, on the terms of article 20 of the Terms. The effects of termination are those of article 8.1.

ARTICLE 9. GOVERNING LAW AND DISPUTES

The Subscription Terms are governed by French law. Disputes are settled in accordance with article 22 of the Terms.



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