Terms of sale

Effective December 1, 2026

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Only the French version is binding.

CONTENTS

PREAMBLE 1
DEFINITIONS 1
ARTICLE 1. PURPOSE AND SCOPE 2
1.1 Purpose 2
1.2 Scope 2
1.3 Scope of the Services 2
1.4 Clientele 2
1.5 Acceptance of the Terms 2
1.6 Amendment of the Terms 3
ARTICLE 2. CONTRACTUAL DOCUMENTS 3
2.1 Order of precedence 3
2.2 Quote 3
2.3 Specifications 3
2.4 Amendments 3
2.5 Unsuccessful proposals 3
ARTICLE 3. ORDER AND FORMATION OF THE CONTRACT 4
3.1 Formation of the contract 4
3.2 Change to the order 4
3.3 Duty to advise 4
3.4 Good faith and collaboration 4
ARTICLE 4. PRICES AND PAYMENT TERMS 4
4.1 Prices 4
4.2 Payment schedule 4
4.3 Invoicing basis 5
4.4 Payment methods 5
4.5 Late payment penalties 5
4.6 Non-payment 5
4.7 Invoice disputes 5
ARTICLE 5. CLIENT'S OBLIGATIONS 6
5.1 Active collaboration 6
5.2 Supply of content and materials 6
5.3 Time limit for supplying materials 6
5.4 Access and technical environment 6
5.5 Warranty on content 6
5.6 Consequences of the Client's delay 6
5.7 Reporting changes 7
5.8 No intervention by third parties 7
ARTICLE 6. CARRYING OUT THE SERVICES 7
6.1 Project stages 7
6.2 Validation of stages 7
6.3 Included revisions 7
6.4 Meetings and project reviews 7
6.5 Schedule and lead times 7
6.6 Postponement of delivery 8
6.7 Non-substantial changes 8
ARTICLE 7. DELIVERY AND ACCEPTANCE 8
7.1 Delivery arrangements 8
7.2 Acceptance procedure 8

7.3 Validation 8
7.4 Correction of defects 9
7.5 Final delivery and reversibility 9
7.6 Training and onboarding 9
ARTICLE 8. TRANSFER OF OWNERSHIP AND RETENTION 9
8.1 Retention of title 9
8.2 Transfer of rights of use 10
8.3 Non-payment 10
ARTICLE 9. INTELLECTUAL PROPERTY 10
9.1 General principles 10
9.2 Licence of use granted to the Client 10
9.3 Rights retained by the Provider 10
9.4 Assignment of Client-specific items 10
9.5 Full assignment of rights 11
9.6 Content supplied by the Client 11
9.7 Third-party software and modules 11
ARTICLE 10. WARRANTIES 11
10.1 Contractual warranty 11
10.2 Guaranteed response times 11
10.3 Warranty exclusions 11
10.4 Loss of warranty 12
10.5 Statutory warranties 12
ARTICLE 11. MAINTENANCE 12
11.1 Maintenance during the warranty 12
11.2 Technical documentation 12
11.3 Maintenance contract 12
11.4 Conditions of intervention 13
ARTICLE 12. HOSTING AND BACKUP 13
12.1 Hosting 13
12.2 Client's responsibility for backups 13
12.3 Precautions before intervention 13
ARTICLE 13. SOLYZON PRODUCTS AND THIRD-PARTY SERVICES 13
13.1 Solyzon Products 13
13.2 Third-Party Services 14
ARTICLE 14. LIABILITY 14
14.1 Enhanced obligation of means 14
14.2 Limitation of liability 14
14.3 Exclusions of liability 14
14.4 Client's liability 15
14.5 Editorial content 15
ARTICLE 15. CONFIDENTIALITY 15
15.1 Confidentiality undertaking 15
15.2 Confidential information 15
15.3 Exceptions 16
ARTICLE 16. PERSONAL DATA (GDPR) 16
16.1 Role of the Parties 16
16.2 Client data 16
16.3 Client's rights 16
16.4 Data security 16

16.5 Client's obligations 17
ARTICLE 17. RIGHT OF REFERENCE 17
17.1 Authorisation to use as a reference 17
17.2 Non-reference clause 17
17.3 Signature of the deliverable 17
ARTICLE 18. SUBCONTRACTING 17
18.1 Right to subcontract 17
18.2 Provider's liability 17
18.3 Subcontractors' obligations 18
ARTICLE 19. NON-SOLICITATION OF PERSONNEL 18
19.1 Non-solicitation undertaking 18
19.2 Scope 18
19.3 Fixed indemnity 18
19.4 Exception 18
ARTICLE 20. TERMINATION 18
20.1 Termination for breach 18
20.2 Termination by the Client for convenience 18
20.3 Termination attributable to the Provider 19
20.4 Termination attributable to the Client 19
20.5 Termination for an inactive project 19
20.6 No-fault termination 19
20.7 Common provisions 19
ARTICLE 21. FORCE MAJEURE 19
21.1 Definition 19
21.2 Notification 20
21.3 Effects of force majeure 20
21.4 Prolonged force majeure 20
21.5 Provider's personal impediment 20
ARTICLE 22. GOVERNING LAW AND DISPUTES 20
22.1 Governing law 20
22.2 Amicable settlement 20
22.3 Mediation 20
22.4 Competent court 21
ARTICLE 23. GENERAL PROVISIONS 21
23.1 Entire agreement 21
23.2 Partial invalidity 21
23.3 Waiver 21
23.4 Independence of the Parties 21
23.5 Non-assignability 21
23.6 Address for service 21
23.7 Archiving and evidence 21
23.8 Survival of clauses 22

PREAMBLE

These General Terms and Conditions of Sale (hereinafter the "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 bis boulevard 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, wishing to benefit from the services offered by the Provider.

Hereinafter referred to as "the Client".

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

DEFINITIONS

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

- **"Defect" or "Bug":** A reproducible malfunction of the Deliverable, constituting a deviation from the specifications of the validated Specifications. Requests for new features or changes of scope are not considered defects.
- **"Specifications":** A document describing the needs and the functional and technical specifications of the project. The Specifications become contractual once signed by both Parties.
- **"Client":** Any legal entity or natural person acting in a professional capacity that has placed an order with the Provider.
- **"Quote":** A commercial document detailing the nature of the Services, the scope, the indicative lead times and the prices. A Quote signed by the Client constitutes a purchase order.
- **"Business Day":** Monday to Friday inclusive, excluding French public holidays.
- **"Deliverable":** Any item handed over to the Client as part of the Services: website, application, mockups, designs, documentation.
- **"Provider" or "Solyzon":** The sole proprietors carrying on business under the trade name Solyzon, as identified at the head of these Terms.
- **"Service":** All of the services provided by the Provider to the Client, as defined in the Quote.
- **"Solyzon Product":** Software published by the Provider and supplied under licence for a limited period, built into the Deliverable or called by it, for example Herse, the artificial-intelligence sorting of incoming requests. A Solyzon Product is not part of the Deliverable and is governed by its own general terms of use (Terms of Use). Its regime is set out in article 13.
- **"Acceptance":** The phase in which the Client checks and validates the Deliverable, following the procedure defined in article 7 of these Terms.

- **"Third-Party Service":** A service or application programming interface (API) supplied by a third party and used by the Deliverable, for example the Google Places API. Its regime is set out in article 13.
- **"Tacit Validation":** Presumed acceptance of the Deliverable by the Client in the absence of reservations made in writing within the allotted period.

ARTICLE 1. PURPOSE AND SCOPE

1.1 Purpose

The purpose of these General Terms and Conditions of Sale is to define the rights and obligations of the Parties in connection with the digital Services provided by the Provider to the Client.

1.2 Scope

These Terms apply, without restriction or reservation, to all the Services offered by **Solyzon**, in particular:

- Web development: showcase websites, landing pages, e-commerce shops, portfolios, web applications, CRM systems, SaaS platforms;
- Conception and design: UI/UX design, visual identity, logo creation, brand guidelines;
- Solyzon Products (for example Herse), hosting and maintenance, on the terms of the Quote, of the Terms of Use of the Product concerned or of the maintenance contract;
- Support: audit, optimisation, advice and project scoping.

They prevail over any general terms of purchase or any other document originating from the Client, save for an express written derogation accepted by the Provider.

1.3 Scope of the Services

The scope of the Services is defined exclusively by the signed Quote and, where applicable, the Specifications validated by both Parties. Only the services expressly mentioned in these documents are included.

Any service not provided for in the Quote is the subject of a written amendment signed by both Parties before it is carried out.

1.4 Clientele

These Terms are addressed exclusively to professionals, that is to say any natural person or legal entity acting in the course of their professional activity.

The Client declares that it has the status of a professional and acts for purposes falling within its commercial, industrial, craft, professional or agricultural activity.

1.5 Acceptance of the Terms

These Terms are communicated to the Client before any order, as an annex to the Quote, on a durable medium (PDF document).

Signing the Quote constitutes full and unreserved acceptance of these Terms. The Quote contains the following statement: "I acknowledge that I have read the General Terms and Conditions of Sale annexed to this quote and accept them without reservation." In the case of an electronic signature, a mandatory checkbox confirms acceptance of the Terms before validation. Where the Quote includes a Solyzon Product, this statement also covers its Terms of Use.

Payment of the deposit or any commencement of the Services at the Client's request also constitutes acceptance of the Terms. The Client acknowledges that it has had the time and the information necessary to understand their scope.

1.6 Amendment of the Terms

The Provider reserves the right to amend these Terms at any time.

Ongoing Services remain subject to the version of the Terms accepted on the date the Quote was signed. New orders are subject to the version in force at the time of the order.

ARTICLE 2. CONTRACTUAL DOCUMENTS

2.1 Order of precedence

The contractual documents governing the relationship between the Parties are, in descending order of priority in the event of a conflict:

- Amendments signed by both Parties;
- The Quote signed by the Client;
- The Specifications validated by both Parties;
- These General Terms and Conditions of Sale.

In the event of a conflict between these documents, the provisions of the higher-ranking document prevail.

2.2 Quote

The Quote is drawn up by the Provider on the basis of the information and the Specifications supplied by the Client. Solyzon's Quotes are free of charge.

The Quote details the nature and scope of the Services, the indicative lead times, the price, the payment terms and any special conditions.

The Quote is valid for thirty (30) days from its date of issue. After that period, the Provider reserves the right to change the pricing conditions or to refuse the order.

2.3 Specifications

The Specifications are the reference document describing the needs and specifications of the project.

They become contractual once signed by both Parties and may be amended only with the written agreement of both Parties, by way of an amendment.

In the absence of formalised Specifications, the signed Quote is authoritative as to the agreed specifications.

2.4 Amendments

Any change to the Quote, the scope, the lead times or the price of the Services is the subject of a written amendment, signed by both Parties, before it is carried out. No verbal or tacit change is enforceable against the Parties.

The amendment specifies the nature of the change, its impact on lead times and price, and the conditions for carrying it out.

2.5 Unsuccessful proposals

Any project, mockup, study or commercial proposal produced by the Provider before acceptance of the Quote remains the exclusive property of Solyzon.

If the Quote is not accepted, the Client must return or destroy these items. The Client is prohibited from passing them on to a third party or drawing on them to have the project carried out by another provider.

ARTICLE 3. ORDER AND FORMATION OF THE CONTRACT

3.1 Formation of the contract

The contract is deemed formed when the following three cumulative conditions are met:

- Signature of the Quote by the Client;
- Acceptance of these Terms;
- Payment of the deposit provided for in the Quote.

If these three conditions are not met, the Provider is under no obligation.

3.2 Change to the order

Any request to change the scope during the project is assessed by the Provider. If the change is accepted, it gives rise to an amendment on the terms of article 2.4.

Minor changes not exceeding two (2) hours of work may be incorporated without an amendment, at the Provider's discretion.

3.3 Duty to advise

The Provider owes the Client a duty to advise. This duty includes: guiding the Client towards solutions suited to its needs, warning of any risks, and advising against manifestly unsuitable choices.

The duty to advise is not an obligation to achieve a result. It is deemed fulfilled once the Client has accepted the Quote with full knowledge of the facts.

3.4 Good faith and collaboration

The Parties are bound by a duty of good faith in the performance of the contract.

Each Party undertakes to communicate without delay any difficulty likely to affect the smooth running of the project. The success of the project depends on this active collaboration.

ARTICLE 4. PRICES AND PAYMENT TERMS

4.1 Prices

The prices of the Services are stated in euros excluding VAT in the Quote. The Provider is not subject to VAT pursuant to article 293 B of the French General Tax Code.

Prices are fixed and final for the entire duration of the project.

Unless otherwise stated in the Quote, the Provider's reference hourly rate is set at seventy euros (€70) excluding VAT. This rate applies in particular to time-and-materials services, additional training and one-off interventions not covered by a package or a maintenance contract.

The Provider reserves the right to revise this rate annually. The applicable rate is the one in force on the date the Quote is accepted.

4.2 Payment schedule

The price is paid in two instalments:

- A deposit upon signature of the Quote, equal to the percentage of the total amount set in the Quote or, failing that, to thirty per cent (30%);

- The balance, upon delivery, that is to say upon validation of the final version on the terms of article 7.

No work is started before the deposit is received.

4.3 Invoicing basis

The Quote signed by the Client serves as the reference for drawing up the final invoice.

Fixed-price Service: the invoice amount corresponds to the price agreed in the validated Quote. This amount is fixed and final, unless the scope is changed by an amendment signed by both Parties.

Time-and-materials Service (time spent): the Quote provides an indicative estimate of the number of hours and of the forecast budget. The final invoice is drawn up on the basis of the time actually spent, valued at the hourly rate defined in the Quote.

For a time-and-materials Service, the Provider undertakes to inform the Client in writing (email) as soon as the time spent reaches eighty per cent (80%) of the initial estimate. The Client may then decide to continue, to adjust the scope or to stop the Service.

Exceeding the initial estimate cannot give rise to liability on the part of the Provider where the Client has been informed in accordance with the preceding paragraph.

4.4 Payment methods

Payment is made exclusively by bank transfer to the details shown on the invoice.

The deposit is payable upon signature of the Quote. The balance is payable within fifteen (15) days following validation of the final version.

No discount is granted for early payment.

4.5 Late payment penalties

In accordance with articles L.441-10 et seq. of the French Commercial Code, any late payment automatically entails:

- The application of late payment penalties equal to three (3) times the legal interest rate, payable from the day following the due date shown on the invoice;
- A fixed indemnity of forty (40) euros for recovery costs.

If the recovery costs actually incurred exceed this amount, the Provider may claim additional compensation on production of supporting documents.

4.6 Non-payment

If an invoice remains unpaid seven (7) days after its due date, the Provider may suspend the performance of ongoing Services until payment is made in full, without such suspension entitling the Client to any compensation.

If payment is not made within a period of two (2) months from the invoice due date, the contract is terminated by operation of law. The deposit paid remains with the Provider and the work carried out remains due.

4.7 Invoice disputes

Any dispute relating to an invoice must be raised in writing, with reasons, within ten (10) days of its receipt.

After that period, the invoice is deemed accepted. The dispute does not suspend the obligation to pay the undisputed sums.

ARTICLE 5. CLIENT'S OBLIGATIONS

5.1 Active collaboration

The Client undertakes to collaborate actively with the Provider for the proper performance of the Services. It designates a single contact person, authorised to validate the Deliverables and to take decisions binding on the Client.

The Client responds to the Provider's requests within a reasonable time, recommended to be five (5) Business Days.

5.2 Supply of content and materials

The Client supplies the Provider with all the content needed to carry out the project: texts, images, logos, photographs, videos, access to third-party tools, and any other required item.

Content must be supplied in a usable digital format (text files, Word, high-definition images). Typing up, transcribing or reformatting texts supplied as image PDFs, photos of documents or manuscripts is excluded, unless agreed in writing and invoiced additionally.

Spelling and grammar correction of the texts supplied by the Client is not included, unless otherwise stated in the Quote.

5.3 Time limit for supplying materials

The Client has thirty (30) days from signature of the Quote to supply all the required materials.

Complete supply of the materials marks the effective start of the project. If the materials have not been fully supplied after this period:

- The initial delivery dates are no longer guaranteed;
- The Provider may suspend the project until the materials are received;
- A new schedule will be drawn up upon receipt.

In the event of a delay exceeding sixty (60) days, the Provider may terminate the contract by operation of law. The deposit paid remains with the Provider.

5.4 Access and technical environment

The Client provides the Provider with the access needed to perform the Services: hosting, back office, third-party tools, administrator accounts.

The Client is responsible for the validity and security of this access.

5.5 Warranty on content

The Client warrants that it holds all the necessary rights in the content supplied: copyright, image rights, trademark rights.

The Client warrants that the content supplied does not infringe any intellectual property right, contains nothing defamatory, insulting or unlawful, and does not contravene any law or regulation in force.

The Client indemnifies the Provider against any action, claim or demand by a third party relating to the content supplied, and bears all costs and any damages.

5.6 Consequences of the Client's delay

Any delay by the Client in supplying materials, validating Deliverables or responding to the Provider's requests results in an equivalent postponement of the delivery schedule.

The Provider is released from any liability regarding lead times in the event of a delay attributable to the Client.

5.7 Reporting changes

The Client undertakes to inform the Provider, within ten (10) Business Days, of any change likely to affect the project: change of host, change of strategy, change in needs.

Failing this, the Provider cannot be held liable for the consequences of these changes.

5.8 No intervention by third parties

For the duration of the project, the Client undertakes not to have another provider work on the same scope without the prior written agreement of Solyzon.

Any intervention by a third party on the ongoing project releases the Provider from its warranty.

ARTICLE 6. CARRYING OUT THE SERVICES

6.1 Project stages

Unless otherwise provided in the Quote, the project proceeds through the following stages:

- Stage 1 - Design: brief, architecture, specifications;
- Stage 2 - Mockup: UI design, graphic mockups;
- Stage 3 - Beta version: development, working site on a demonstration environment;
- Stage 4 - Final version: corrections, final delivery;
- Stage 5 - End of warranty: close of the warranty period.

Stages 2, 3 and 4 are subject to validation by the Client.

6.2 Validation of stages

Each validated stage is final. Any step back on an already validated stage is the subject of an additional quote.

Validation of the mockup (stage 2) locks the design for development:

- Minor changes after validation (moving an element, adjusting a button, changing a border): included;
- Structural changes (colour palette, complete layout, navigation): additional quote.

6.3 Included revisions

Unless otherwise provided in the Quote, the following revisions are included:

- Mockups: two to three (2-3) rounds of changes;
- Development: two (2) rounds of minor changes.

Beyond that, changes are invoiced additionally. Any change estimated at more than two (2) hours of work requires a prior quote.

6.4 Meetings and project reviews

Meetings and follow-up reviews are included in the package according to the scope defined in the Quote.

Beyond the planned number of meetings, additional meetings are invoiced extra.

6.5 Schedule and lead times

Within ten (10) Business Days following the satisfaction of the conditions for formation of the contract (article 3), the Provider gives the Client a provisional schedule detailing the main stages of the project and their deadlines.

The lead times stated in the Quote and in the schedule are binding on the Provider, provided that the Client complies with its own obligations (supply of materials, validations, responses to requests). Any delay attributable to the Client results in an equivalent shift of the schedule.

In the event of a delay attributable to the Provider exceeding twenty (20) Business Days compared with the agreed schedule, the Client may, after a formal notice that remains without effect for fifteen (15) days:

- Require a new firm schedule;
- Suspend the payments still due until the situation is remedied;
- Terminate the contract on the terms provided for in article 20.

6.6 Postponement of delivery

The Client may request a postponement of delivery of three (3) weeks at most, in writing, at least five (5) Business Days before the scheduled date.

Beyond three weeks or in the event of repeated requests, the Provider reviews the schedule, which may give rise to a price amendment.

A postponement does not suspend payment of sums already due.

6.7 Non-substantial changes

The Provider reserves the right to make non-substantial changes to the Services: technical optimisations, minor performance or security improvements.

These changes do not call the contract into question and do not give rise to any change in price.

ARTICLE 7. DELIVERY AND ACCEPTANCE

7.1 Delivery arrangements

Delivery is made by making the Deliverable available on a demonstration environment (staging) allowing the Client to view and test the result before it goes into production.

The Provider informs the Client by email of each delivery. The Client then has access to carry out Acceptance.

7.2 Acceptance procedure

From the delivery notification, the Client has twenty-one (21) calendar days to test the Deliverable, note any non-conformities and request corrections.

The Client reports defects in writing (email), describing precisely the malfunction observed and the conditions under which it can be reproduced.

Admissible defects are those constituting a non-conformity with the validated Specifications or the validated mockups, or a malfunction preventing normal use of the Deliverable.

The following are not admissible:

- Requests for new features;
- Changes of scope;
- Requests based on expectations not specified in the Specifications or the Quote.

7.3 Validation

Validation of the Deliverable is formal and express: it results from a validation email or an acceptance report signed by the Client.

If the Client has not responded within the twenty-one (21) day period, and after a written reminder from the Provider that has remained unanswered for a further seven (7) days, the Deliverable is deemed accepted.

Making the Deliverable available on a demonstration, pre-production or test environment does not constitute final acceptance.

Validation of the final version makes the balance payable, on the terms of article 4.4.

7.4 Correction of defects

Where defects are reported within the time limits, the Provider makes the necessary corrections within ten (10) Business Days.

Once the corrections have been made, a new Acceptance period of seven (7) calendar days is opened to check the corrections. This correction and re-acceptance procedure may be repeated once (1). Beyond that, the Parties agree a remediation plan in writing.

7.5 Final delivery and reversibility

After validation of the final version and full payment of the price, the Provider hands over to the Client, at no additional cost:

- Putting the Deliverable into production on the Client's final hosting;
- Transfer of the administrator access;
- The complete source code of the project (ZIP archive or Git repository);
- The graphic source files (mockups, design elements);
- The technical documentation for deployment, administration and maintenance;
- The list of the dependencies and third-party components used, with their respective licences;
- The credentials of the tools configured as part of the project.

Handing over these items is an essential obligation of the contract. It enables the Client to operate the Deliverable, and to have it maintained and developed by the provider of its choice, in accordance with the licence granted in article 9.2.

Solyzon Products are not part of the items handed over. They are governed by article 13.

Final delivery marks the starting point of the warranty period.

7.6 Training and onboarding

At the Client's request made within thirty (30) days following final delivery, onboarding training on the Deliverable is included in the price, up to two (2) hours. It covers the essential features: navigating the administration interface, editing content, managing everyday items.

Beyond these two (2) hours or this period, any training is invoiced at the hourly rate in force, on a quote.

Training may be given by video conference or in person, as agreed between the Parties.

ARTICLE 8. TRANSFER OF OWNERSHIP AND RETENTION

8.1 Retention of title

The Provider retains full ownership of the Deliverable and all its components until the price has been paid in full.

Before full payment, the Client has no right to exploit, reproduce or modify the Deliverable.

8.2 Transfer of rights of use

The licence of use is transferred to the Client only after full payment of the price, on the terms defined in article 9.

8.3 Non-payment

In the event of non-payment, the Provider may require the return of the Deliverable or its removal from the Client's servers, without prejudice to other remedies.

ARTICLE 9. INTELLECTUAL PROPERTY

9.1 General principles

Unless an assignment clause is provided in the Quote (article 9.5), the Provider retains the intellectual property rights in the generic components, the reusable technical architecture and the internal tools developed independently of the project.

9.2 Licence of use granted to the Client

After full payment of the price, the Provider grants the Client a licence of use of the Deliverable, with the following characteristics:

- Perpetual: with no time limit;
- Non-exclusive: unless otherwise agreed in the Quote;
- Including the right to modify, develop, adapt and have the Deliverable maintained by the provider of its choice;
- Royalty-free and subscription-free.

This licence authorises the Client to:

- Use the Deliverable for its business;
- Modify and develop the Deliverable, including through a third party;
- Host the Deliverable on the server of its choice.

The licence covers the Deliverable. It does not extend to Solyzon Products or Third-Party Services, which are governed by article 13.

9.3 Rights retained by the Provider

The Provider retains the right to reuse its generic components, its internal tools and its working methods for other projects.

The Provider undertakes not to reuse, assign or communicate to third parties the items specific to the Client's identity and project: bespoke mockups, custom design, content, logo, brand guidelines, developments specific to the project.

9.4 Assignment of Client-specific items

From full payment of the price, the Provider assigns to the Client, exclusively and definitively, the intellectual property rights in the items created specifically for the Client's project: mock-ups, bespoke graphic elements, custom design and branding elements.

This assignment includes the rights of reproduction, representation, adaptation, modification and exploitation, on any medium, worldwide and for the entire legal term of protection of the rights.

9.5 Full assignment of rights

Full and exclusive assignment of all intellectual property rights, including in the source code, the specific architecture and the bespoke developments, is available on request, at an increased price.

This option must be expressly provided for in the Quote and is the subject of a specific clause. Where applicable, the Provider waives the right to reuse the specific developments made for the Client.

9.6 Content supplied by the Client

The content supplied by the Client (texts, images, logos, videos) remains its exclusive property.

The Client grants the Provider a licence of use limited to carrying out the project.

9.7 Third-party software and modules

The Provider may use third-party software, frameworks, CMS, plugins or libraries (WordPress, Next.js, React, npm modules, open-source libraries).

These items remain subject to their respective licences. The Provider disclaims all liability concerning:

- Bugs or malfunctions of this third-party software;
- Security flaws discovered after delivery;
- Incompatibilities following updates;
- End of support or development by the publisher.

The Client is informed that these components evolve independently and may require paid updates.

ARTICLE 10. WARRANTIES

10.1 Contractual warranty

The Provider grants a contractual warranty of three (3) months from final acceptance of the Deliverable. The warranty period may be extended by express mention in the Quote.

This warranty covers:

- Reproducible bugs and malfunctions;
- Non-conformities with the validated Specifications and the validated mockups;
- Security flaws attributable to the developments made by the Provider.

10.2 Guaranteed response times

The Provider undertakes to meet the following response times:

- Blocking defect (preventing any use): handled within two (2) Business Days, corrected or worked around within five (5) Business Days;
- Major defect (degraded feature): corrected within five (5) Business Days;
- Minor defect (inconvenience without critical impact): corrected within ten (10) Business Days.

10.3 Warranty exclusions

The warranty does not cover:

- Requests for new features or enhancements;
- Problems related to the host or to the Client's technical environment;
- Use of obsolete browsers or browsers not specified in the Specifications;

- Misuse of the Deliverable by the Client;
- Changes, restrictions or interruptions of a Third-Party Service;
- Viruses, cyberattacks, hacking or security flaws in third-party software.

10.4 Loss of warranty

The warranty is lost in the event of:

- Modification of the source code, the server configuration or the structure of the Deliverable by a third party, where that modification is the direct cause of the malfunction observed;
- Failure to pay the price in full;
- Failure to comply with the technical prerequisites indicated by the Provider.

The warranty is not affected by interventions by the Client or a third party relating solely to the editorial content, the hosting or the day-to-day administration of the Deliverable.

10.5 Statutory warranties

Independently of the contractual warranty, the Client benefits from the statutory warranties provided by the French Civil Code, in particular the warranty against hidden defects (articles 1641 et seq.).

The Client may invoke these statutory warranties even after the contractual warranty has expired.

ARTICLE 11. MAINTENANCE

11.1 Maintenance during the warranty

During the contractual warranty (article 10), the Provider provides corrective maintenance of the Deliverable, including critical security updates to the components installed as part of the project.

At the end of the warranty, any corrective or evolutive intervention, including security updates and adaptations to new versions of third-party software, is the subject of a one-off quote accepted by the Client before the intervention, or of a maintenance contract. The Provider informs the Client, as far as possible, of critical security updates requiring urgent intervention.

11.2 Technical documentation

At the latest upon final acceptance, the Provider communicates to the Client the recommended hosting environment and technical prerequisites, the recommended backup and restoration procedures, and the recommended update frequency for the components of the project.

11.3 Maintenance contract

A maintenance contract may be taken out separately, on a quote. This document, which is separate from these Terms, defines in particular the scope of the interventions (corrective, preventive or evolutive maintenance), the response times, the included number of hours, the rate, the term of commitment and the conditions of renewal or termination. It may also cover hosting and the renewal of Solyzon Product licences.

The terms of the maintenance contract prevail over these Terms for the aspects it expressly covers.

Evolutive maintenance (new features, design changes, adaptations to business needs) is always the subject of a prior quote, even under a maintenance contract.

11.4 Conditions of intervention

Any maintenance intervention is subject to the Client's compliance with the following prerequisites:

- Full payment of overdue invoices;
- Maintenance of a technical environment consistent with the initial specifications;
- No modification of the source code by an unauthorised third party;
- Supply of the access needed for the intervention (hosting, administration, database).

Failure to comply with these conditions may result in suspension of the maintenance contract or refusal to intervene, without compensation for the Client.

ARTICLE 12. HOSTING AND BACKUP

12.1 Hosting

Unless otherwise stated in the Quote, hosting of the Deliverable is not included in the Services.

The Client is free to choose its host. The Provider may recommend solutions suited to the project, without such a recommendation engaging its liability.

Putting the Deliverable into production on the Client's hosting is included (article 7.5). Subscribing to and configuring the hosting itself, as well as migrating existing data, may be the subject of an additional service, on a quote.

Where the Provider itself provides the hosting, its duration, price, renewal and the return of the files are defined in the Quote or the maintenance contract.

12.2 Client's responsibility for backups

Unless the maintenance contract entrusts backups to the Provider, the Client is solely responsible for regularly backing up its data, content and files.

The Provider recommends that the Client set up an automatic backup solution through its host or a dedicated third-party tool.

The Provider cannot be held liable for any loss of data resulting from:

- The Client's failure to make backups;
- A failure of the host;
- A cyberattack, a virus or a malicious act;
- A handling error by the Client or a third party.

12.3 Precautions before intervention

Before any intervention by the Provider on a production site, the Client undertakes to make a full backup of its data and files.

In the absence of a prior backup, the Provider disclaims all liability for loss of data following its intervention.

ARTICLE 13. SOLYZON PRODUCTS AND THIRD-PARTY SERVICES

13.1 Solyzon Products

The Deliverable may include Solyzon Products, for example Herse, the artificial-intelligence sorting of incoming requests. The Quote states the Solyzon Products supplied and the term of their licence. Their renewal is governed by the maintenance contract or a new quote.

Solyzon Products are not part of the Deliverable. They are excluded from the licence and the assignment provided for in article 9, as well as from the items handed over under article 7.5, and remain the property of the Provider.

Their use is governed by their general terms of use (Terms of Use), communicated with the Quote. They set out in particular the scope and term of the licence, updates, the conditions of termination and the processing of personal data.

Solyzon Products that the Client buys online, by bank card, without a Quote, are governed by Solyzon's online subscription terms for professionals, and not by these Terms of Sale.

13.2 Third-Party Services

The Deliverable may use Third-Party Services, for example the Google Places API to display the reviews of a business listing. Their operation depends on the supplier's terms, which the supplier may at any time change, make chargeable, restrict or discontinue.

The Quote specifies who opens the account and holds the access keys with the supplier. Unless otherwise stated in the Quote, the fees charged by the supplier, in particular beyond the free quotas, are borne by the Client.

The Client complies with the terms of use of the Third-Party Services, in particular the attribution notices they require.

The Provider is not liable for a change, restriction or discontinuation of a Third-Party Service. The resulting adaptation of the Deliverable is the subject of a quote, unless covered by a maintenance contract.

ARTICLE 14. LIABILITY

14.1 Enhanced obligation of means

The Provider is bound by an enhanced obligation of means in performing the Services. It undertakes to apply the skills, resources and diligence necessary to carry out the Services in accordance with professional standards, the customs of the profession, the Quote and the validated Specifications.

The final result also depends on the collaboration, responsiveness and quality of the materials supplied by the Client.

14.2 Limitation of liability

The Provider's liability is limited to direct and foreseeable damage resulting from a proven fault in the performance of the Services.

In any event, the Provider's total liability cannot exceed seventy-five per cent (75%) of the amount excluding VAT of the Quote concerned.

This limitation does not apply in the event of:

- Gross negligence or wilful misconduct by the Provider;
- Breach of confidentiality obligations;
- Infringement of the Client's intellectual property rights;
- Failure to hand over the access or the source code;
- Breach relating to personal data.

14.3 Exclusions of liability

The Provider cannot be held liable for indirect damage, in particular:

- Loss of turnover or profits;
- Loss of customers;
- Loss of data;
- Loss of opportunity;
- Damage to image or reputation;
- Loss of earnings;
- Costs of acquiring a substitute product or service.

The Provider cannot be held liable for damage resulting from:

- A fault, negligence or omission of the Client;
- An intervention by an unauthorised third party;
- A force majeure event as defined in article 21;
- The Client's failure to comply with its contractual obligations;
- Erroneous, incomplete or late information supplied by the Client;
- Malfunctions of third-party software, Third-Party Services, hosts or external services.

14.4 Client's liability

The Client is solely responsible for:

- The content it supplies and publishes through the Deliverable;
- The use it makes of the Deliverable;
- Compliance with the legislation applicable to its business;
- The security and confidentiality of its access and credentials.

The Provider has no obligation to verify the lawfulness, accuracy or relevance of the content supplied by the Client.

14.5 Editorial content

The Client is solely responsible for the editorial content published on the Deliverable: texts, images, videos, comments, reviews, personal data collected.

The Provider performs no moderation or verification of the content published by the Client or by the users of the Deliverable.

In the event of a third-party claim relating to the content, the Client undertakes to indemnify the Provider against any action and to bear all costs and damages in full.

ARTICLE 15. CONFIDENTIALITY

15.1 Confidentiality undertaking

Each Party undertakes to treat as confidential, and not to disclose, information of any kind, whether commercial, financial, technical or other, of which it becomes aware in the course of performing the contract.

This confidentiality undertaking applies throughout the term of the contract and for a period of two (2) years following its end.

15.2 Confidential information

The following are in particular considered confidential:

- The Client's customer and user data;
- Strategic, commercial or financial information;
- Processes, methods and know-how;
- Access codes, credentials and passwords;

- Any document expressly designated as confidential by one of the Parties.

15.3 Exceptions

The confidentiality obligation does not apply to information:

- That is or becomes public through no fault of the receiving Party;
- That was already known to the receiving Party before it was communicated;
- That is lawfully received from a third party not bound by a confidentiality obligation;
- Whose disclosure is required by a judicial or administrative authority, within the limits of what is strictly required.

ARTICLE 16. PERSONAL DATA (GDPR)

16.1 Role of the Parties

The Provider is the controller of the Client's personal data (contact details, billing data).

The Client is solely responsible for the processing of the personal data collected through the Deliverable, in particular that of its customers or of the visitors to its site.

Where the Provider processes this data on behalf of the Client, by means of a Solyzon Product that it operates or hosting that it provides, it acts as a processor within the meaning of article 28 of the General Data Protection Regulation (GDPR). The terms of this processing are set out in the Terms of Use of the Solyzon Product concerned or in the maintenance contract.

16.2 Client data

The Provider processes the following data relating to the Client: identification data (surname, first name, company name, position), contact details (postal address, email, telephone), billing data (bank details, payment history) and data relating to the project (content supplied, exchanges, files sent).

This data is used for the performance of the contract and the management of the commercial relationship, for invoicing, for communication relating to the project and for compliance with legal and accounting obligations. The processing is based on the performance of the contract (article 6.1.b of the GDPR) and, for accounting, on a legal obligation (article 6.1.c of the GDPR).

It is kept during the contractual relationship, then for five (5) years after the end of the contract for contractual documents and for ten (10) years after the end of the contract for accounting records and invoices.

It is communicated only to the Provider's team, to its subcontractors and technical providers (hosting, management tools), who are bound by confidentiality, and to the competent authorities where required by law. The Provider neither sells nor commercialises this data.

16.3 Client's rights

The Client has a right of access, rectification, erasure (subject to legal retention obligations), restriction, portability and objection. It exercises them by email to contact@solyzon.com. The Provider replies within one (1) month of receiving the request.

In the event of difficulty, the Client may lodge a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL): www.cnil.fr

16.4 Data security

The Provider implements appropriate technical and organisational measures to ensure the security and confidentiality of personal data.

In the event of a data breach likely to result in a risk to the rights and freedoms of the Client, the Provider undertakes to inform the Client without undue delay.

16.5 Client's obligations

Where the Deliverable allows personal data to be collected (contact forms, account creation, newsletter), the Client undertakes to:

- Comply with the applicable data protection regulations;
- Inform its users of the processing carried out;
- Obtain the necessary consents;
- Put in place a compliant privacy policy.

The Provider may assist the Client with GDPR compliance, on an additional quote.

ARTICLE 17. RIGHT OF REFERENCE

17.1 Authorisation to use as a reference

Unless otherwise stated in the Quote, the Client authorises the Provider to mention its name, its logo and the project carried out, including screenshots, in its commercial references: the Provider's website, sales documents and presentations, professional social networks and responses to calls for tender.

The Provider undertakes to respect the Client's brand guidelines and not to distort its image.

The Provider may request a testimonial or review from the Client, who remains free to refuse and may read and amend the text before any publication.

17.2 Non-reference clause

The Client may object to the right of reference and to any mention of its name by a specific clause inserted in the Quote.

In that case, the Provider refrains from any mention of the Client, its visual identity and the project, including inserting any technical or visible signature in the Deliverable, unless the Client later agrees in writing.

17.3 Signature of the deliverable

Unless a non-reference clause appears in the Quote, the Provider may place a technical signature in the browser console (a comment or message visible to the web page inspector).

Placing a visible signature (the mention "Made by Solyzon" or equivalent) in the footer of the Deliverable is optional and is specified in the Quote.

ARTICLE 18. SUBCONTRACTING

18.1 Right to subcontract

The Provider may use subcontractors to perform all or part of the Services, provided that it informs the Client in writing beforehand and obtains its agreement.

The Client may not refuse subcontracting without a legitimate reason. Failure to reply within five (5) Business Days constitutes acceptance.

18.2 Provider's liability

The use of subcontracting does not release the Provider from its liability to the Client.

The Provider remains the Client's sole point of contact and guarantees the proper performance of the Services, whether carried out in-house or subcontracted.

18.3 Subcontractors' obligations

Subcontractors are subject to the same confidentiality and quality obligations as the Provider.

The Provider ensures that its subcontractors comply with the commitments made to the Client, in particular regarding the protection of personal data.

ARTICLE 19. NON-SOLICITATION OF PERSONNEL

19.1 Non-solicitation undertaking

The Client undertakes not to solicit, hire or engage, directly or indirectly, any employee, subcontractor or partner of the Provider who took part in performing the Services.

This undertaking applies throughout the term of the contract and for a period of six (6) months following its end.

19.2 Scope

The prohibition on solicitation covers:

- Direct hiring under an employment contract (permanent, fixed-term, work-study);
- Entering into a services contract;
- Any form of regular professional collaboration;
- Solicitation through a third party or a company related to the Client.

19.3 Fixed indemnity

In the event of breach of this undertaking, the Client undertakes to pay the Provider a fixed indemnity equal to twelve (12) months of the gross remuneration of the person concerned, without prejudice to any additional damages.

19.4 Exception

This clause does not apply in the case of an unsolicited application by the person concerned, provided that the Client did not initiate the contact and can demonstrate this.

ARTICLE 20. TERMINATION

20.1 Termination for breach

Each Party may terminate the contract in the event of the other Party's breach of its obligations, after a written formal notice that remains without effect for ten (10) Business Days.

20.2 Termination by the Client for convenience

The Client may terminate the contract at any time for convenience, by registered letter with acknowledgement of receipt or by email with read receipt.

In the event of termination for convenience by the Client:

- The Client owes the price of the services actually performed and delivered, pro rata to the work completed;
- A fixed indemnity of fifteen per cent (15%) of the amount of the services not yet performed is due to the Provider, as compensation for the tying up of its schedule;
- The items corresponding to the services paid for are handed over to the Client with the corresponding rights.

20.3 Termination attributable to the Provider

In the event of termination attributable to the Provider (breach of its obligations, excessive delay within the meaning of article 6.5):

- The Client owes only for the services actually performed that are useful and usable;
- The Provider returns to the Client all the work, files, access and items already produced;
- Sums paid corresponding to services not performed are refunded within thirty (30) days;
- The Client keeps the benefit of, and the rights in, the items already paid for.

20.4 Termination attributable to the Client

In the event of termination attributable to the Client (breach of its obligations, non-payment, inactivity):

- The services performed are invoiced;
- The Provider may demand immediate payment of all sums due;
- Partial Deliverables are handed over after full payment of the sums due for the services performed.

20.5 Termination for an inactive project

If the project is inactive for more than six (6) months after signature of the Quote, because of the Client (repeated delays, failure to supply materials, absence of validation, prolonged silence), the Provider may:

- Give the Client formal notice to resume the project within fifteen (15) days;
- Failing resumption, terminate the contract by operation of law.

This clause does not apply if the delay is attributable to the Provider.

20.6 No-fault termination

In the event of termination of the contract without fault on the part of either Party (amicable agreement, prolonged force majeure), the Parties agree to settle the sums due pro rata to the Services actually performed.

Sums already paid are set against the amount due. Any balance is refunded or invoiced, as the case may be.

20.7 Common provisions

In the event of termination, whatever the cause:

- The Client returns to the Provider all the confidential documents, access and items communicated to it;
- The confidentiality obligations survive termination.

ARTICLE 21. FORCE MAJEURE

21.1 Definition

Force majeure, within the meaning of article 1218 of the French Civil Code, is any event beyond the control of the Parties that could not reasonably have been foreseen when the contract was entered into and whose effects cannot be avoided by appropriate measures.

It may in particular consist of natural disasters, fires, wars, riots or acts of terrorism, epidemics, general or sectoral strikes affecting transport or telecommunications, government decisions preventing performance of the contract, widespread power or Internet outages, or massive cyberattacks affecting critical infrastructure.

21.2 Notification

The Party invoking force majeure informs the other Party in writing without delay, specifying the nature of the event, the date on which it occurred, its foreseeable effects on performance of the contract and the measures taken to limit its consequences.

21.3 Effects of force majeure

Performance of the obligations affected by the force majeure event is suspended for the duration of the event, without such suspension giving rise to liability on the part of either Party.

Contractual time limits are automatically extended by a period equal to that of the suspension.

21.4 Prolonged force majeure

If the force majeure event continues beyond three (3) consecutive months, either Party may terminate the contract by operation of law, by written notice to the other Party.

In that case, no compensation is due on either side. The services performed before the event occurred are invoiced pro rata, and sums already paid are set against the sums due, any balance being refunded or invoiced, as the case may be.

21.5 Provider's personal impediment

In the event of the Provider's temporary incapacity (illness, accident, hospitalisation) or serious personal circumstances (death of a close relative), the performance time limits are suspended for the duration of the impediment.

The Provider informs the Client without delay and provides, on request, supporting evidence (medical certificate, attestation). If the impediment continues beyond two (2) months, the Client may terminate the contract without penalty.

The services performed are invoiced pro rata.

ARTICLE 22. GOVERNING LAW AND DISPUTES

22.1 Governing law

The contract is governed by French law.

These General Terms and Conditions of Sale are drafted in French. In the event of translation, only the French version is authoritative.

22.2 Amicable settlement

In the event of a dispute relating to the interpretation, performance or termination of the contract, the Parties undertake to seek an amicable solution before any legal action.

The Party wishing to initiate an amicable settlement procedure sends the other Party a written notification setting out the grievances and the solutions envisaged.

The Parties have thirty (30) days from receipt of this notification to reach an agreement.

22.3 Mediation

Failing amicable settlement, the Parties may agree to use a mediator before any legal action.

The mediator is appointed by mutual agreement. Failing agreement on the choice of mediator within fifteen (15) days, each Party regains the freedom to bring legal proceedings.

Mediation costs are shared equally between the Parties, unless otherwise agreed.

22.4 Competent court

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 over the defendant's registered office.

The Parties may agree on a different court by a specific clause inserted in the Quote.

ARTICLE 23. GENERAL PROVISIONS

23.1 Entire agreement

These General Terms and Conditions of Sale, the accepted Quote and any annexes to it constitute the entire agreement between the Parties.

These documents cancel and replace any prior proposal, correspondence, negotiation or agreement, written or oral, on the same subject matter.

23.2 Partial invalidity

If any clause of these Terms is declared void or unenforceable by a final court decision, that invalidity does not affect the validity of the other clauses, which remain in full effect.

The Parties undertake, as far as possible, to replace the invalidated clause with a valid clause having an equivalent economic effect.

23.3 Waiver

The failure of one of the Parties to rely on a breach by the other Party of any of its obligations cannot be interpreted as a waiver of the right to rely on it later.

No tolerance, whatever its duration or frequency, may be considered an amendment of these Terms.

23.4 Independence of the Parties

The Parties are independent professionals acting in their own name and under their sole responsibility.

The contract creates no relationship of subordination, partnership, agency or representation between the Parties.

23.5 Non-assignability

The contract is entered into intuitu personae. The Client may not assign all or part of its rights and obligations to a third party without the prior written agreement of the Provider. Any unauthorised assignment is null and void.

The Provider may freely assign the contract to any entity that it controls or that controls it, or to any successor in the context of a merger, demerger or sale of the business.

23.6 Address for service

For the performance of the contract and its consequences, the Parties choose their respective addresses stated in the Quote as their address for service.

Any change of address must be notified to the other Party in writing within fifteen (15) days.

23.7 Archiving and evidence

The Provider archives the signed Quotes and the contractual documents on a reliable and durable medium, for a minimum of ten (10) years. The Client may obtain a copy of the documents concerning it on simple written request.

The Parties agree that electronic exchanges (emails, messages) between them are as authoritative as the original paper documents. The computer records kept in the Provider's systems constitute evidence of the communications, orders, payments and transactions that have taken place between the Parties.

23.8 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, confidentiality, personal data, liability, governing law and disputes.



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