



GENERAL TERMS AND CONDITIONS

IMPORTANT – BY ORDERING PRODUCTS, YOU ACCEPT AND AGREE TO BE BOUND BY THESE GENERAL TERMS AND CONDITIONS.

1. Purpose

These general terms and conditions apply to orders for the software (hereinafter the “Products”) offered on the SoftFluent website accessible at the following address: <http://www.softfluent.com> (hereinafter the “Website”).

They form a contract between you, **a professional acting in the framework of its activities** (hereinafter the “Customer”) and SoftFluent, a French *société par action simplifiée*, with a share capital of EUR 352,950, registered with the Registry of Trade and Companies of Nanterre, located at 3, rue de la Renaissance - 92160 Antony (France).

2. Conditions of application

These general terms and conditions apply when you place an order on the Website.

These general terms and conditions may be modified by SoftFluent from time to time. In this case, SoftFluent will specify the date from when the new general terms and conditions shall apply. Any modification of the general terms and conditions will apply to orders placed after the application date. You must verify the application date of the general terms and conditions before placing any order, to ensure that you have consulted the latest version applicable to your purchase.

3. Product purchase procedure

3.1 Setting up an account and placing orders

To purchase Products, it is necessary to:

- Register on the SoftFluent website accessible at the following address: <http://www.softfluent.com>. To do so, you will need to click on the “register” link at the top of the screen and complete your address, password and username. A registration confirmation will then be sent to you by email, to allow you to activate your account.
- Proceed with your order. A summary of your order will then appear and if you agree with it, you must complete your name, email, telephone and the billing address for the Product.
- Once all of this information has been provided, you will be asked to verify that it is accurate. In this regard, a page summarising (i) the order, and (ii) your information, will appear. You must then read these general terms and conditions and the End User License Agreement (hereinafter the “EULA”), and then validate. The payment page then appears.



3.2 Payment

You may use a credit card or PayPal to pay for your order.

- Card payments: credit card payments can be made using a credit card accepted by SoftFluent. The types of credit cards accepted are indicated on the Website. These include Visa, MasterCard, American Express, Aurore, Cofinoga or Privilège and 4 étoiles. You must provide your payment card information when you place an order. Your payment card will be debited when the ordered items are dispatched. No Products will be dispatched by SoftFluent until your card issuer has authorized its use for the payment of the Products ordered.
- Payment using PayPal: before making a payment via PayPal, you will need a PayPal account. The available funds needed for your purchase will be debited from your PayPal account and transferred to SoftFluent immediately.

A last order summary will appear so you can check your order before validating it definitively.

3.3 Order processing

Once the order has been registered, you will immediately receive an order confirmation email. Your receiving such email will be deemed acceptance of your order and the formation of the sale agreement between you and SoftFluent.

3.4 Order delivery

You will then receive by email, within 48 hours, the Products to download and the associated license keys.

3.5 Order cancellation

Within 15 days of your order, you can cancel your order and ask for your money back. You just need to contact our customer service (<http://www.softfluent.com/about-us/contact-us>) and a form will be sent to you to ask for order cancellation.

4. Prices

Customer shall pay any applicable tax.

The price billed for a Product will be the applicable price at the time of the order. SoftFluent may modify its product prices at any time, without notice. Price reductions will only apply to orders placed after these modifications have been made.

5. Proprietary rights in the software and software user licenses

SoftFluent or the software licensor (as the case may be) will remain the owner of the software, regardless of whether or not you have paid for this software. The rights in the software licensed to you are indicated in the EULA which you expressly acknowledge having read and accepted the terms and conditions.

6. Limitation of warranty

SoftFluent excludes any warranties that are not expressly specified in the EULA. Accordingly, the Products are deemed to be provided to the Customer "as is" without any specific adaptations having been made thereto. They resemble standard products which may not meet all of the Customer's specific needs. You must therefore verify that the products offered by SoftFluent suit your requirements.



Any warranty related to the transaction which might be implied under applicable regulations or laws in the country where you purchased the ordered items (including, without limitation, any implied condition of quality, suitability for a particular purpose and reasonable due care) is hereby excluded to the extent permitted by applicable regulations.

To the extent permitted by applicable regulations, SoftFluent's liability to you shall be limited to an amount equal to the product sale price.

7. Personal data

Pursuant to the French Data Protection Act of January 6, 1978 (*loi relative à l'informatique, aux fichiers et aux libertés*), as amended, you are hereby informed that the personal data indicated as being mandatory on SoftFluent's forms is necessary to carry out the transactions.

We don't keep any data related to our customers credit card after payment.

You have a right to oppose, query or rectify any data concerning you, and you may exercise such rights by contacting SoftFluent at the following address: info@softfluent.com.

8. Miscellaneous

It is important to note that these general terms and conditions shall not impact (and must not be construed as having an impact) on the rights granted to you by law, which you cannot waive and which cannot be limited by contract.

If any of the provisions of these general terms and conditions are held to be invalid, unlawful or unenforceable by a competent court, such provision shall be applied to the fullest extent permitted by applicable legislation. All other provisions shall remain valid and fully applicable.

9. Governing law and jurisdiction

These general terms and conditions shall be governed and construed in accordance with the laws of France.

In the event of a dispute arising in connection with the interpretation or performance of these general terms and conditions, the Parties shall endeavor to amicably settle the dispute prior to initiating any legal action.

In the event that a dispute regarding the interpretation or performance of these general terms and conditions persists, the Courts of Paris shall be granted exclusive jurisdiction, notwithstanding multiple defendants or an impleader, and including in the case of emergency proceedings or requests for injunctive relief brought by summary proceedings or by petition.