The present General Terms of Sale are concluded between: François Jacquet, physical person and self-employed person registered with SIRET # 53884317800012.

Called hereafter « Provider »

AND

Every physical or legal person wishing to proceed to the purchase of Services of custom development, installation, configuration, hosting, support and consulting related to the free software RosarioSIS available at this address: www.rosariosis.org.

Called hereafter « Client ».

The Services of custom development, installation, configuration, hosting, support and consulting related to RosarioSIS are called hereafter « Services ».

Preamble

The Agreement comprises these General Terms of Sale, and the Specific Terms of Sale, which form an integral part of the Agreement; the entire set is hereafter called the « Agreement ».

1. Object

1.1 The present General Terms of Sale aim at defining the contractual relations between the Provider and the Client and to precise the general conditions applicable to every purchase of the Services.
2. Payment

2.1 The purchase of the Services is done either via the payment systems of Paypal, to the account tied to the address info @ rosariosis.org (links are provided on the Services page). The Price is payable in full and in only one payment.

2.2 The Provider will send an electronic invoice to the email provided by the Client after receiving the payment.

2.3 The Provider reserves the right to cancel or refuse every order of a Client with whom there is a litigation related to the payment of a previous order.

3. Prices

3.1 The prices of the Services are in Euros excluding VAT. The Provider being a self-employed person, final prices are calculated without VAT.

3.2 The Provider reserves the right to modify its prices at any moment, without notice or justification, but engages himself to apply the prices in effect at the moment the Client realizes its purchase.

4. Termination of the Services

4.1 Termination for any violation of the Agreement shall be immediate. The Provider may, at its option, cancel or suspend the Services immediately should it believe the Client has violated or is about to violate the Agreement or should the Client fail to remit payment to the Provider by the Client's invoice due date.

5. Age

5.1 The Client certifies that he or she is of full legal age to contract the Services.

6. Modification of the General Terms of Sale

6.1 The Provider reserves the right to modify the General Terms of Sale at any moment, without any notice or justification. In this case, the conditions applicable will be those in effect at the moment the Client realized its purchase.
7. Applicable law

7.1 The present Agreement is governed by the French law. In case of litigation, the French courts will be the only ones relevant.

8. Divisibility of the clauses

8.1 If a provision of the Agreement is or become illegal, null, or that it cannot be executed in a particular jurisdiction, this will not affect the validity or the execution in any jurisdiction of the other provisions present in the Agreement neither will it affect the validity or the execution of this particular provision in any other jurisdiction.

9. Responsibilities

9.1 The Provider is responsible for the correct fulfillment of its contractual obligations within the framework of current standards.

9.2 The Provider undertakes to apply the necessary due care and diligence in providing quality Service pursuant to practices in the business and to the state of the art. The Provider is only subject to an obligation of means.

9.3 The responsibility of the Provider cannot be involved for a damage suffered by the Client as a result of the use of Internet like an external intrusion, loss of data, cessation of Service, computer virus infection or any other problem independent of the Provider’s will.

9.4 The Provider frees himself of any responsibility in case of damage (direct, indirect, or particular) resulting of the use of the Services provided by the Provider or of the incapacity to use them.

9.5 The Provider frees himself of any responsibility in case of litigation between the Client and the society of the payment solution used by the Client.

9.6 The Provider cannot be taken for responsible in case of problems or delays related to the procedures of payment.

9.7 The Client is responsible for the correct fulfillment of its contractual obligations. The Client is responsible for the correct use of the Services and undertakes to protect the Provider from any action or claim instituted by a third party attributable to its actions, notably on the Internet network. The
Client is solely responsible for any direct or indirect material or immaterial damages caused to the Provider by the Client or by persons it is responsible for and attributable to the use of the Services. The Client undertakes to avoid misuse of the Services made available to it.

**10. Compliance with current legislation**

10.1 The Client undertakes to comply with current legislation. The Client is reminded that, by virtue of current legislation, the Provider is not subject to a general obligation to monitor information provided by Clients; nevertheless the Provider may be required to send to the Client any notification or complaint it receives concerning the Provider's actions in using the Services, and to send personal information concerning the Client as well as all or part of the data hosted by the Client on the server following a requisition by judicial and/or administrative authorities.

**11. Data Privacy**

11.1 The Client agrees and understands that it may be necessary for the Provider to collect, process and use Client data in order to perform the Services. In doing so, the will: (i) protect and keep confidential such data; (ii) not use such data for reasons other than for facilitating the provision of the Services; and (iii) not sell, distribute or pass on such information to any third party, except as required by law.

**12. Protection of personal data**

12.1 In conformity to the French law « relative à l'Informatique, aux fichiers et aux libertés » dated of the 6th January 1978, which was modified by the law of the 8th of August 2004, the Client can ask the Provider to rectify, complete, update, lock or delete its personal data.

**13. Acceptance of the Agreement**

13.1 The purchase of one or more Services provided by the Provider imply the definitive acceptance by the Client of the Agreement, as the prices fixed at the moment of contracting the Services.

13.2 The Client declare having knowledge of the Agreement at the moment of contracting one or more Services and renounce to prevail its own terms of purchase.