Specific Terms of Sale for “RosarioSIS Paid Support”
2018/06

The present Specific 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 the Paid Support Services related to the free software RosarioSIS available at this address: www.rosariosis.org.

Called hereafter « Client ».

The Paid Support Services related to RosarioSIS are called hereafter « Services ».

Preamble

The Agreement comprises the General Terms of Sale, and these 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 Specific Terms of Sale aim at defining the contractual relations between the Provider and the Client and to precise the specific conditions applicable to every purchase of the Services.
2. Support Service

2.1 The Provider provides a support service through emails sent to the address info @ rosariosis.org. The Provider engages himself to answer any support request made by the Client within the shorter period of time possible.

2.2 The support service may include requests covering the following aspects:

- installation problems;
- RosarioSIS configuration;
- RosarioSIS use;
- consulting;

2.3 The Provider strongly recommends the Client and the users of RosarioSIS to read the RosarioSIS handbooks prior to any support request. Handbooks can be generated using the link in the Resources module, from within RosarioSIS.

2.4 The support Service is limited to the Client only. The Provider will not answer support request originating from other persons related to the Client, users or not of RosarioSIS. In this particular case, the Client should be the unique referral and serve as a relay between the Provider and the final user.

2.5 If the support request cannot be solved solely by configuration and involves a new development or upgrade on the part of the Provider, the Provider will present a cost estimate to the Client.

3. Exclusions

3.1 The Provider reserves himself the right not to provide support Services related to problems or issues arising out of or from:

- issues that could be resolved by upgrading RosarioSIS to the current release;
- the use of RosarioSIS that has been modified or customized by the customer or a third-party hired by the customer, or downloaded and applied from a third-party source;
- third-party products or technologies and their effects on or interactions with RosarioSIS;
- use of a computer system, operating environment, or hosting provider that is incompatible with RosarioSIS;
- issues related to Internet, email, file management, network configuration;
- assistance in the planning, scripting, programming, customizing, debugging, designing or styling of projects that make use of RosarioSIS;
4. Payment

4.1 The payment of the Services will be done once every 2 weeks. Payment instructions are to be found in the General Terms of Sale.

5. Prices

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

5.2 The price of the Paid Support Services is of 30 Euros for 2 weeks (14 days).

6. Termination of the Services

6.1 The termination of the Services will be done by writing to the Provider to the email address info @ rosariosis.org. The Provider will not proceed to a pro rata temporis refund.

6.2 In the event of distance selling and pursuant to the French Consumption Code, the Client, considered a consumer, has a right of retraction for a 14 days period following the acceptance of the Service offer; it may be emailed to the following address: info @ rosariosis.org. Pursuant to the provisions of the French Consumer Code, any Client that uses the Services within the 14 days period loses the ability to exercise its right of retraction. Exercising this right of retraction implies the reimbursement by the Provider of any amounts debited from the Client under the Agreement. If this period normally ends on a Saturday, Sunday, a national holiday or a non-working day, the period is extended to the next working day.

7. Modification of the Specific Terms of Sale

7.1 The Provider reserves the right to modify the Specific Terms of Sale at any moment. In the case the Client rejects the new Specific Terms of Sale, the Services will be terminated.