



laBulle Société par actions simplifiée au capital de 20 000 euros

Siège social : 40 Che de la bourdette, 31400 Toulouse

# Terms and Conditions of Use

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## Preamble

These terms and conditions of use (hereafter, "TCUs") outline all the provisions applicable to the products and services offered on the website labulle.net hereafter, the "Website" (also accessible with following domains names labulle.fr, labulle.es, labulle.co.uk). The TCUs are accessible online on the Website. The customer confirms that it has read and accepted them, the purchase of products and the use of services offered by the company LABULLE SAS implying the customer's express and unreserved acceptance of and adherence to these TCUs as well as, where appropriate, existing contractual documents supplementing or amending the said TCUs.

## Article 1: Definitions

**Customer:** natural or legal person having full legal capacity at the time of the purchase of the Product or the use of the Services offered by LABULLE and/or natural person(s) using these same Products and Services under the responsibility of the customer.

**Contract:** these TCUs as well as all the contractual documents supplementing and/or amending them (specific terms and conditions of sale, order form, etc).

**Services:** refers individually or collectively to services such as in particular, but not exclusively, the installation of modules, support, product certification, audits and advice.

**Physical product:** any type of tangible goods which may be offered to the Customer by the Company in the framework of its activity.

**Virtual product:** any type of intangible goods which may be offered to the Customer by the Company or its Partners, notably but not limited to, a module, graphic theme, video, logo, document template, electronic book, etc.

**E-commerce Platform :** The customer software to the sale of product through a website hosted on the Internet, such as Prestashop, Magento.

**Customer Services:** all the services offering technical or commercial assistance or dealing with claims, provided by the Company to its Customers and which can be contacted at the following address: LABULLE SAS – Service Clients – 40 Che de la Bourdette – 31400 Toulouse – FRANCE - Tél. : +33 (0)9 80 80 90 75

**Entreprise :** Individual company, situated at : 40 Che de la Bourdette 31400 Toulouse – FRANCE and registered of enterprises and institutions 819 233 370.

## Article 2: Purpose

The purpose of these TCUs is to define the terms and conditions of the supply of Products and Services offered by the Company and/or its Partners' Products to the Customer notably in order to enable it to publish, present and sell its own products on the internet and to allow payment via the internet or another payment channel.

## Article 3: Online sale

The website is an online store, offering Services, physical Products and virtual Products developed by the Company. The financial conditions relating to the sale of Products are detailed in article 3.3 of these TCUs.

## Article 3.1: Processing of the order

The Customer declares that it has read and accepted these TCUs before placing an order. The confirmation of the order therefore implies the acceptance of these TCUs. Unless proved otherwise, the data recorded by the Company constitute proof of all the transactions made with the Customer.

The Customer must check the completeness and conformity of the information provided to the Company when placing the order, notably the invoice address. The Company shall not be held responsible for any errors and resulting consequences.

## Article 3.2: Payment

The Customer can pay for purchases by bank card, PayPal or bank transfer.

Transfers must be made to the bank account of which details are displayed when the purchase is finalized. The Company's bank account is domiciled in France and all costs arising from the transfer are to be paid by the Customer.

If after ten (10) working days after the order is placed a transfer of a sum equal to the total amount of the order has not been received, the Company may cancel the whole transaction.

The Company reserves the right to block a transaction for the time required to carry out anti-fraud checks

## Article 4: Intellectual Property

The Company sells virtual Products on the Website but still retains the intellectual property of their virtual products.

The Company grants each Customer who buys a virtual Product a user license, on a non exclusive basis and for the whole world. This license is only valid once for a single e-commerce store and for one(1) domain name. The license is controlled by software through a license key, the license can be generated by the client from the website. Country extensions (eg. .fr, .es, .it ....) and subdomains are tolerated for the same domain name and may lead to the generation of key additional licenses within ten (10). It is also possible to operate the virtual product in a test environment prior to production, one(1) temporary license key can be provided in this context of use.

No assignment of right is accorded by these TCUs by the Partner to the Customer. Moreover the Customer is prohibited from reselling or using in other stores the virtual Products bought on The Website. This restriction includes all the resources supplied with the virtual Product. The Company nevertheless reserves the right to buy virtual Products on behalf of its customers.

## Article 5: Disclaimer

### Article 5.1: Website

Notwithstanding any contrary legal provisions in force, the Website and all the functionalities it offers are supplied as is with no guarantee.

The Company assumes no responsibility in the event of the downloading of computer viruses or similar codes from the Website.

Third parties who can express themselves on the Website are not representatives of the Company

and their opinions do not necessarily reflect the opinions of the Company.

The Company accepts no responsibility in the event of the loss or theft of the user's password, username, account or information in the framework of the Website. It also accepts no responsibility in the event of the loss of content or data or damage resulting from the use of usernames by a third party.

The Company accepts no responsibility with regard to the improper use, loss, theft, modification or unavailability of any of its content, notably, but not limited to, image banks, external resources, modules, videos, as well as to any resulting consequences.

## Article 5.2: Online sale

With the exception of the obligations it has resulting from its quality of seller (warranty against hidden defects and guarantee of the conformity of the products) or by virtue of any other legal provisions in force,

The company assumes no liability for downloading computer viruses or similar code from the virtual products downloaded from the Site.

The company assumes no liability for loss or theft of user data, or any type of damage, when using virtual products downloaded from the Site.

The company assumes no liability for failure related to a service operated on the Site including but not limited to, installation of shops and modules, research and bug fixes, specific developments.

Unless otherwise stated, installation, updates are not included with the purchase and downloading of virtual products.

Unless stated otherwise, installation, and updates are not included with the purchase of virtual Products. Compatibility with future versions of ecommerce platforms is not guaranteed.

The Website can be consulted from any country without the content being available for the countries in question. The Company has no obligation to feature this information and does not guarantee that the virtual and physical Products are adapted to any countries other than those for which they have been designed.

## Article 5.3: Virtual Product updates

The company offers through its Website update virtual products for virtual products previously purchased through the website of the company or its partner « Prestashop Addons ». The content of these updates is at the discretion of the company, the company is not required to add functionality at the request of its customers.

The updates are available for one (1) year from the date of purchase from the website unless otherwise indicated on the Site. However, the updates are available for six (6) months from the date of purchase of virtual product in its partner "PrestaShop Addons". Wherever possible, backward compatibility with earlier versions of e-commerce platform is provided, but this is not guaranteed. Compatibility with future versions of the e-commerce platform is provided whenever possible but is not guaranteed.

## Article 6: Delivery date

A delivery date will be given to the Customer before the order is validated, according to the selected transporter. The applicable delivery dates are those indicated at the time the order is validated. However, any order paid by bank transfer will only be processed when the said transfer has been received. The shipping dates must be recalculated from the date this mode of payment is

recorded.

Virtual Products can be downloaded on the Website as soon as the payment has been received and validated. The Customer is aware that the downloading of its purchases is dependent on the constraints of using the internet and the Company is not responsible for any difficulties in accessing the data which it makes available to the Customer.

Unless stated otherwise by the Company, the fulfillment of Services is subject to a delay of five (5) working days after reception of all the necessary elements. This period may be extended if the involvement of an external party is required, notably but not exclusively the web host, the bank or any other provider of the Customer's service.

## Article 7: Cancellation

Physical or virtual Products, and/or Services may be offered in the framework of these TCUs to consumers and the Customer is informed, where appropriate, and in accordance with the applicable provisions of consumer protection law, that it has a right of cancellation which it can exercise within seven (7) days of the acceptance of the Contract. In this case, the Customer does not need to justify its reasons or pay any penalties, except for any cost of returning goods in the case of the sale of physical Products.

However, the Customer will not benefit from this cancellation right if the fulfillment of the supply of products or services has started before the end of the seven (7) day cancellation period cited above. In particular, as purchases of virtual Products are by nature firm and definitive, they cannot result in an exchange, refund or exercising of a cancellation right. To ensure that the product matches the description and contains no hidden the customer the opportunity to test the product after the request vices.

Also excluded from the cancellation right are audio or video recordings as well as computer software when they have been unsealed by the Customer, as well as physical Products created according to the Customer's specifications or significantly personalized.

A Customer who has exercised its cancellation right for a physical Product must return it, in its original packaging and in good condition, to the address given by the Company.

## Article 8: Refund

The products referred to in article 9 of these TCUs are refunded within a maximum period of 30 days following the date on which the right is exercised. The refund is made on the recommendation of the Company by credit to the Customer bank account or by bank transfer addressed to the name of the customer having placed the order/

## Article 9: Duty to advise

The purchase of virtual and physical Products can be completely automated without any action on the part of the Company. The company thereby fulfills its duty to advise:

- through sales support provided by email and by telephone at the number and address indicated on the Website.
- by the presence on the Website of a detailed description of the virtual or physical Product and, where appropriate, the configuration required for its use.

## Article 12: Resolution of disputes

These TCUs are subject to French law. The Parties will endeavor to resolve any dispute relating to the services of the Company covered by the TCUs amicably. In the event of persistent disagreement, the dispute will fall under the exclusive jurisdiction of the Courts of Toulouse (France).

## Article 13: Piracy

All users of the Website must report any breach of license or inappropriate use of the virtual Products offered by the Company. In the event of a breach of intellectual property by a product offered for sale on the Website by the Company, notification must be made to this effect by an email sent to the Company at the following address: info@labulle.net. In the event of abuse, the user will be liable for the costs of the counter notification.

## Article 12: Personal information

Information and data relating to the Customer are required by the Company for the management of orders and the business relationship. They may be passed on to companies which are involved in processing the order, notably with regard to online payment. This information is also kept for security reasons and in order to be able to personalize the offers made to the Customer. By virtue of the modified data protection and civil liberties law of 6th January 1978, the Customer has a right to access, rectify and delete information relating to it gathered by the Company as part of its activity. This right can be exercised directly on the Website or by writing to the Company: labulle - Service Réclamation Données Personnelles, 40 Che de la Bourdette – 31400 Toulouse (France).

The Customer can choose when creating or consulting an account whether to receive offers from the Company or partner companies. The Customer can at any time change its preferences on the “personal information” page of its customer account. The Website uses an automatic process to install a cookie in the Customer’s computer in order to be able to record information relating to the navigation of its computer on the Website. The Customer can however block the recording of “cookies” by configuring its internet navigator accordingly. Finally, the Customer acknowledges that the Company may be required, in accordance with its legal obligations, to reveal personal data relating to the Customer in the framework of legal procedures (court orders, etc.).

## Article 13: Cases of force majeure

The Company undertakes in view of current technology to maintain in the best possible conditions the services offered on the Website. However, it will not be held responsible in the event of disruption to the Website attributable to a case of force majeure or which is caused by a third party or a Customer, as well as technical incidents. The Company therefore cannot be held liable in the event of failure in its contractual obligations due to circumstances which are unforeseeable, irresistible, and outside the parties’ control.

The Parties acknowledge and agree between them, without this list being exhaustive, that notably force majeure, or exceptional circumstances or the fault of a third party refer to damages originating in or caused by: natural catastrophes, fires, floods, lightning, electrical surcharges, strikes, electricity power cuts, failure of the telecommunications network, civil or foreign wars, riots or civil unrest, terrorist attacks, regulatory restrictions relating to the supply of telecommunications services, loss of connectivity and connection due to public and private operators on whom the

Company depends.

These cases of force majeure suspend the obligations of the Company cited in the TCUs, for their whole duration. However, if a case of force majeure lasts for more than three (3) months, one or other of the Parties would be entitled to terminate their relationship, after sending a letter by registered mail with acknowledgement of receipt, informing the other Party of this decision.