

General conditions of sale

to 20-06-2023

Yanek Kazarinov, also known by the trade name Artfish (according to the Executor), is an individual entrepreneur (SIRET 905 280 889 00015) specializing in services such as the development, maintenance and promotion of websites on the Internet.

Relations between Yanek Kazarinov's customers and himself are governed by the following general conditions.

Article 1 | Scope

1.1. These General Conditions govern the services provided by Yanek Kazarinov (the Executor) to its customers. They prevail over all other general conditions or other commercial documents, unless otherwise agreed specifically negotiated between the Executor and its customer and expressly accepted by both parties. Consequently, any contrary condition of the Customer will not be opposable to the Executor. For the purposes of these General Conditions, the term "customer" means any legal or natural person who has signed a quote or any other equivalent document constituting an order.

1.2. These General Conditions apply to the following services: development of websites, development of online shops, maintenance of websites and promotion on the Internet.

1.3. The Executor reserves the right to modify its general conditions of sale, its offers and its prices at any time and without notice. These modifications do not affect not current orders.

Article 2 | Nature and scope of the service

2.1. The Executor provides digital services that meet the specific objectives and needs of the customer. The needs and objectives of the Customer are determined according to the information communicated to the Executor, which leads to the establishment of a proposed solution (generally a specification) and an estimate.

2.2. Therefore, to precisely define the scope of the services, the Customer undertakes to collaborate with the Executor by providing all the relevant and necessary information for the smooth running of the service.

In this regard, the Customer undertakes to carefully examine the documents transmitted by the Executor, including the quote.

2.3. The estimate determines the scope of the services of the Executor.

Based on the information provided by the Customer, the Executor draws up and sends the Customer an estimate (provided for in Article 3 of these General Conditions). After reading it, the Customer signs it, which reflects a good understanding by the Customer of the services offered and their conformity to his needs.

Article 3 | Quotes and orders

3.1. Each Customer's order is preceded by an estimate drawn up free of charge by the Executor, based on the information provided by the Customer.

The estimate corresponds to any document sent by the Executor to the Customer, including in particular the description of the work carried out by the Executor and the price of the service.

3.2. Any order from the Customer must be confirmed by returning the signed estimate, without any modification, accompanied by the mention "Good for agreement" and acceptance of the General Conditions of Sale.

The order will be considered final as soon as the Executor will have confirmed in writing the reception of the signed estimate.

The Executor reserves the right to refuse an order in the event of an existing dispute with the Customer, non-payment, even partial, of an invoice issued as part of a previous service, or when the Customer does not provide all the necessary information for the realization of the service, including the textual contents and the images to be integrated in the final result.

The same applies if the order of the Customer is contrary to ethics, good morals of the Contractor or applicable law.

3.3. In the event that the Customer cancels the affirm order and final, the Executor is entitled to claim full payment of the price of services already performed up to the date of cancellation.

Article 4 | Prices

4.1. The price of the services is determined by the Executor depending on the nature and volume of the services to be provided, as specified in the estimate.

Any quotation accepted in accordance with the Article 3 of these General Conditions implies acceptance by the Customer of the price of the service, expressed excluding taxes and in euros.

4.2. Any discount or application of a decreasing rate is left to the sole discretion of the Executor, without it automatically applying to new subsequent orders placed by the Customer.

4.3. The price agreed with the Customer only applies to the services defined in the estimate.

Any additional service not provided for in the estimate will be subject to additional invoicing, established either on a flat-rate basis, or according to an hourly rate of €43 excluding tax (forty-three euros), in accordance with a detailed additional estimate.

Changes within the scope of the service will not be considered as additional services, unless they result from a lack of information on the part of the Customer and/or they represent a workload significantly under-estimated during the performance of the service as a whole.

4.4. Unless otherwise indicated or in specific cases, any miscellaneous elements that may be necessary for the performance of the service are not included in the prices indicated. This may include, for example, fonts not free of rights, photographs or illustrations from image banks, templates or paid modules necessary for the development of the site.

4.5. The Executor reserves the right to revise the price of the service and adjust it to the current price if the completion of the service exceeds three (3) months from the date of the order (according to the signature of the estimate). This overrun must be mainly due to a lack of involvement or responsiveness on the part of the Customer.

Article 5 | Terms of payment

5.1. Invoices issued by the Executor must be paid within fifteen (15) days from the date of invoice, unless otherwise specified.

The Executor reserves the right, via the estimate, to request a deposit according to the terms of payment provided for in Article 5.2 of these General Conditions.

In this case, the performance of the services will only begin after receipt of the deposit.

5.2. Payments can be made by bank transfer.

5.3. Any default in payment on the due date shall automatically and without notice result in the immediate payment of all sums remaining due.

Any late payment will result in the application of late payment penalties calculated at the refinancing rate of the European Central Bank plus 10 points, on the amount of the invoice.

Any late payment will also give rise to a lump sum recovery indemnity of forty (40) euros (Art. D. 441-6 of the Commercial Code), to which additional compensation may be added upon justification.

5.4. The services covered by the order remain the exclusive property of the Executor until full payment of the invoice (costs and taxes included), including, where applicable, the intellectual property rights attached to the result of the service.

Article 6 | Delivery times and methods

6.1. The Executor undertakes to provide the services ordered by the Customer within a reasonable time, making every effort to meet these deadlines. However, unless otherwise agreed, no specific execution time binds the Executor.

6.2. The deadlines possibly mentioned in the estimate are given as an indication and cannot engage the responsibility of the Executor if these deadlines are exceeded.

6.3. The Customer has a period of ten (10) working days from receipt of the service to make comments and request any changes. However, these observations and requests for modifications cannot call into question the execution or the quality of the service provided by the Executor. Beyond this period, the service is considered to have been performed satisfactorily.

Article 7 | Ownership and operation of services

7.1. Ownership of the Results of the Services

7.1.1. Ownership of the results of the service is subject to full payment of the price by the Customer, in accordance with the Article 5 of these General Conditions. As a result, the Executor retains all material and intellectual property rights attached to the results of the services until full payment of the invoice.

7.2. Ownership of elements included in the Service

7.2.1. All documents, studies, reports, quotes, specifications or other documents produced by the Executor within the framework of the services, as well as the tools, methods and files used for their realization, remain the exclusive property of the Executor. The Customer undertakes not to transmit them.

Any use and reproduction of these elements without the prior authorization of the Executor constitutes an infringement punishable by law. As a result, the Executor reserves the right to use these elements in the context of other services, including for third parties, as well as any know-how acquired during the performance of the services.

7.2.2. If the Customer provides elements that can be incorporated into the service, these remain his property. The Customer declares to hold all the intellectual property rights and image rights associated with the elements that he provides to the Executor.

The Customer authorizes the Executor to use the elements provided and to incorporate them into the result of the service, provided that the Customer is the sole recipient. This authorization is valid for the entire duration of the service.

The Executor undertakes not to use the elements provided by the Customer for services intended for third parties.

7.3. References and advertising by the Executor

7.3.1. Unless otherwise expressly notified by the Customer within fifteen (15) days following the final acceptance of the order in accordance with the Article 3, the Executor reserves the right to include the Customer in its customer References.

Customer References designate the list of customers of the Executor with which it has performed services, and which are presented on all communication and advertising media used to promote its activity (including in the context of commercial prospecting).

7.3.2. The Customer authorizes the Executor to use its logo or its brand to designate it in the customer References, as well as to use the result of the service, even if it incorporates a logo or a brand of which the Customer is the holder, on the website, the advertising brochures or any other communication and advertising medium of the Executor.

7.3.3. The Customer authorizes the Executor to include a commercial statement clearly indicating its contribution to the result of the service, such as the statement "Website created by the Executor", accompanied by a hypertext link pointing to the commercial site of the Customer's activity (<https://artfish.pro>)

Article 8 | Privacy

8.1. The Customer and the Executor acknowledge that they may have access to confidential information, such as business strategies, know-how, technical information, etc.

The following are not considered confidential information:

- Information that is already public;
- Information that the other Party already knew before its disclosure;
- Information legally communicated by third parties;
- Information whose disclosure is required by applicable law or regulation.

8.2. The recipient of the confidential information undertakes not to disclose it to third parties, except to third parties involved in the performance of the services, provided that they are also subject to confidentiality obligations.

8.3. This obligation of confidentiality persists even after the performance of the services, for both Parties, and in the event of termination of the contract by any means whatsoever.

8.4. In the event of breach of the confidentiality obligations mentioned above, the offending recipient is liable.

Article 9 | Engagement and responsibility

9.1. The Customer and the Executor undertake to collaborate actively to ensure the efficient execution of the service and the respect of deadlines. Each of the parties undertakes to communicate any difficulty as soon as it becomes aware of it, in order to allow the other party to take the necessary measures.

The Executor undertakes to regularly and effectively inform the Customer of the progress of the project, in particular by means of validations submitted to the Customer.

9.2. The Customer undertakes to provide all the elements necessary for the performance of the service, such as documents, logos, server access, information for email transfers, digital media, etc., in formats that can be used according to the media targeted. . The Customer declares to have the necessary rights on the elements provided.

The customer undertakes to transmit his validations on the work provided in a clear and explicit manner by email. In the absence of validation or request for modification of the service from the Customer within ten (10) days, it will be considered as validated by both parties, and the corresponding sums will be due. Once an element has been validated, any subsequent modification request from the Customer may give rise to the establishment of a new estimate by the Executor.

If the Customer does not communicate the information, documents or validations expected by the Executor, or if he does not follow up on the project by not responding to reminders from the Executor (by e-mail or by post) within one (1) month, the Customer will be deemed to have abandoned his project. The parties then agree, by mutual agreement, that the contract will be considered terminated. The work done up to this point will be due by the Executor, who will issue an invoice accordingly and deliver the items as they are. No complaint or request for compensation can be accepted.

9.3. The Executor undertakes, within the framework of its obligations, to provide the services in accordance with the standards and professional practices in force.

The responsibility of the Executor can not be engaged in the event of non-compliance of the service or delays in the delivery times, which would result from the non-compliance by the Customer with the advice, recommendations or opinions issued by the Executor, in particular with regard to the technical aspects, or non-compliance with the Customer's obligations as set out in these General Conditions. The Executor cannot be held liable for any damage resulting from the use of the results of the service by the customer.

Never, the Executor cannot guarantee that the results of the service requested by the Customer will lead to increased sales, good positioning in search engines, or will generate site traffic. The Executor is bound, in this respect, only by an obligation of means.

9.4. In the event of a dispute relating to the quality of the service, the liability of the Executor is limited to the amount of the corresponding invoice and does not include any special, incidental and/or consequential damages.

Consequential damages include any commercial or financial harm, such as loss of turnover or loss of a commercial market, etc.

9.5. The Customer is responsible for the entire content of the site, including the content provided or corrected by the Service Provider. The Customer is responsible for the publication of the site.

Article 10 | force majeure

The Executor cannot be held responsible for damages, delays or failures in the execution of its service which would result from a case of force majeure as defined by French law.

In the event of force majeure, all obligations arising from the contract, including these General Conditions, are suspended for the duration of the force majeure event.

However, if the force majeure event continued for more than one month, the contract could be terminated by registered letter with acknowledgment of receipt, without this termination being considered as faulty. The Executor nevertheless reserves the right to invoice the elements already carried out before the occurrence of the force majeure event.

Article 11 | Nullity of a clause of the conditions

In the event of cancellation of any provision of these General Conditions, this nullity shall not affect the other provisions which shall remain in force between the Parties.

Article 12 | Personal data

The Executor undertakes to comply with the provisions of Law No. 78-17 of January 6, 1978, also known as "Informatique et Libertés", as well as European Regulation 2016/679 relating to the protection of natural persons at the regard to the processing of personal data and the free movement of such data.

Under these regulations, the Executor is considered, in accordance with EU Regulation 2016/679, as the controller of personal data, as described below.

12.1. The processing of personal data is carried out for the purpose of ensuring the management of orders (delivery, payment, etc.) and, more generally, for the correct execution of the sales contract governed by these General Conditions.

12.2. The Executor collects only the information strictly necessary for the execution of the said contract, which may concern natural persons, members of the customer, or legal persons. The personal data collected includes the names and surnames of the contacts within the customer's entity, e-mail addresses, telephone numbers and passwords.

The processing of this data may also be carried out for the purpose of sending the Customer commercial offers from the Executor, whether directly or through its business partners, subject to the prior consent of the Customer.

12.3. The recipients of the data are only the following:

- Yanek Kazarinov
- It's possible subcontractors, if any, for the correct execution of the orders.

12.4. In accordance with the regulations relating to the protection of personal data (EU Regulation 2016/679, also called "GDPR"), the persons concerned by this data have the following rights:

- The right to access the data collected;
- The right to rectify inaccurate personal data;
- The right to restrict processing under the conditions provided for in Section 3 of Chapter III of the GDPR;
- The right to erasure under the conditions provided for in section 3 of chapter III of the GDPR;
- The right to portability;
- The right to object to the processing under the conditions provided for in section 4 of chapter III of the GDPR;
- The right not to be the subject of a decision based exclusively on automated processing under the conditions provided for in section 4 of chapter III of the GDPR;
- The right to file a complaint with the national supervisory authority (CNIL).

Anyone can exercise their rights by contacting the Executor at the following e-mail address: contact@artfish.pro.

Article 13 | Complaints

13.1. Any complaint concerning the quality of the service or its non-compliance with the customer's needs must be notified by registered letter with acknowledgment of receipt within ten (10) days of delivery of the work.

The complaint must be substantiated and detailed in the notification in order that the Executor can assess its relevance and identify possible causes of non-compliance.

After this ten-day period, the provision of the Executor will be considered validated by the Customer.

13.2. If the Executor believes that the complaint is justified, he may make changes to remedy the situation.

If the complaint is not considered justified, any additional modification will be invoiced in addition to the services provided for in the estimate accepted by the Customer.

Article 14 | Applicable law and jurisdiction

These General Conditions are governed by French law. In the event of any dispute arising out of the performance of these Terms and Conditions, including those relatives to their validity, interpretation, execution or resolution, the Commercial Court of Brive La Gaillarde will have sole jurisdiction.